As filed with the Securities and Exchange Commission on April 1, 2024.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1 TO FORM 20-F

(Mark One)

☒ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number:

Hafnia Limited
(Exact name of Registrant as specified in its charter)

Bermuda
(Jurisdiction of incorporation or Organization)
c/o Inchona Services Limited
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Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common shares, par value $0.01 per share	HAFN	New York Stock Exchange ("NYSE")

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report. N/A

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☐

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405) of this chapter during the preceding 12 months (or for such shorter period that the registrant was required to submit such files): Yes ☐ No ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☐ Accelerated Filer ☐ Non-accelerated Filer ☒

Emerging Growth Company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

☐ U.S. GAAP

☒ International Financial Reporting Standards as issued by the International Accounting Standards Board

☐ Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.
☐ Item 17 ☐ Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

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EXPLANATORY NOTE AND PRESENTATION OF FINANCIAL AND OTHER INFORMATION

For purposes of clarity, in some places in this registration statement (the "Registration Statement"), we refer to Hafnia Limited prior to the Redomiciliation (defined below and subject to the final decision of the shareholders) as "Hafnia (Bermuda)" and the re-domiciled Singapore entity as "Hafnia (Singapore)." For more information, see the section entitled "The Redomiciliation."

We prepare and report our financial statements in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"). We maintain our books and records in U.S. dollars.

Unless otherwise indicated, the terms "Company", "we", "us", or "Hafnia" refer to Hafnia Limited and, as the context requires, Hafnia and its consolidated subsidiaries, and "Group" refers to Hafnia and its consolidated subsidiaries. "Board of Directors" refers to the board of directors of Hafnia Limited as at the date of this Registration Statement or, as the context requires, the board of directors of Hafnia Limited from time to time.

We use the term deadweight ton, or dwt, in describing the size of our vessels in our Combined Fleet. Dwt, expressed in metric tons, each of which is equivalent to 1,000 kilograms, refers to the maximum weight of cargo and supplies that a vessel can carry.

We have made rounding adjustments to some of the figures included in this Registration Statement. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that precede them.

Unless otherwise indicated, all references to "U.S. dollars", "U.S. $" and "$" in this Registration Statement are to the lawful currency of the United States of America ("U.S." or the "United States"), references to "Singapore dollars" or "SGD" are to the lawful currency of the Republic of Singapore ("Singapore"), references to "Danske Kroner" or "DKK" are to the lawful currency of Denmark, references to "Euro" or "EUR" are to the lawful common currency of the EU member states who have adopted the Euro as their sole national currency and references to "Norwegian Kroner" and "NOK" are to the lawful currency of Norway.

As used herein, the terms "Hafnia Vessels" refers to our wholly-owned or sale and lease-back financed vessels, "TC Vessels" refers to our time chartered-in vessels, "JV Vessels" refers to vessels (including newbuilds) owned by joint venture companies in which we have a 50% voting interest and "Pool Vessels" refers to the vessels owned by third parties operating in our Pools ("Pools" refers to the Long Range II ("LR2") Pool, Long Range I ("LR1") Pool, Medium Range ("MR") Pool, Handy Pool, Chemical-MR Pool, Chemical-Handy Pool, Specialised Pool and Panamax Pool as further described and defined in Item 4).

Additionally, the term "Hafnia Fleet" refers to our Hafnia Vessels, TC Vessels and JV Vessels, collectively, and the term "Combined Fleet" refers to the combined fleet of the Hafnia Fleet, the Pool Vessels, and any other vessels that we commercially manage separately from the Pools.

Our Combined Fleet comprises product tankers. Certain of these product tankers could also be referred to as chemical tankers as they have been designed to comply with certain requirements to allow them to transport chemical products. Their ability to transport chemical products are in addition to their ability to transport the type of products normally carried by product tankers and we therefore consider our 'chemical' tankers a variant of our product tankers and not a separate type of vessel.

KEY PERFORMANCE INDICATORS

Throughout this Registration Statement, we provide a number of key performance indicators used by our management and often used by competitors in our industry. These and other key performance indicators are discussed in more detail in "*Item 5. Operating and Financial Review and Prospects – A. Operating Results.*"

"Adjusted EBITDA" is a non-IFRS financial measure and as used herein represents earnings before financial income and expenses, depreciation, impairment, amortization and taxes. Adjusted EBITDA additionally includes adjustments for gain/(loss) on disposal of vessels and/or subsidiaries, share of profit and loss from equity accounted investments, interest income and interest expense, capitalised financing fees written off and other finance expenses. Adjusted EBITDA is used as a supplemental financial measure by management and external users of financial statements, such as lenders, to assess our operating performance as well as compliance with the financial covenants and restrictions contained in our financing agreements. We believe that Adjusted EBITDA assists management and investors by increasing comparability of our performance from period to period. This increased comparability is achieved by excluding the potentially disparate effects of interest, depreciation, impairment, amortization and taxes. These are items that could be affected by various changing financing methods and capital structure which may significantly affect profit/(loss) between periods. Including Adjusted EBITDA as a measure benefits investors in selecting between investment alternatives. Adjusted EBITDA is a non-IFRS financial measure and should not be considered as an alternative to net income or any other measure of our financial performance calculated in accordance with IFRS. Adjusted EBITDA excludes some, but not all, items that affect profit/(loss) and these measures may vary among other companies. Adjusted EBITDA as presented below may not be comparable to similarly titled measures of other companies.

Time Charter Equivalent (or "TCE"or "TCE income") is a standard shipping industry performance measure used primarily to compare period-to-period changes in a shipping company's performance despite changes in the mix of charter types (i.e., voyage charters and time charters) under which vessels may be employed between the periods. We define TCE income as income from time charters and voyage charters (including certain income from our Pools as described further in "Item 5. Financial Review and Prospects") for our Hafnia Vessels and TC Vessels less voyage expenses (including fuel oil, port costs, brokers' commissions, and other voyage expenses).

We present TCE income per operating day, a non-IFRS measure, as we believe it provides additional meaningful information in conjunction with revenues, the most directly comparable IFRS measure, because it assists management in making decisions regarding the deployment and use of our Hafnia Vessels and TC Vessels and in evaluating their financial performance. Our calculation of TCE income may not be comparable to that reported by other shipping companies.

In certain of management's analyses, we use the term "TCE income (voyage charter)". We define TCE income (voyage charter) as revenue from voyage charter (including income from Pools as described above) less voyage expenses relating to voyage charter. "TCE income (voyage charter)" differs from "TCE income" by excluding revenue and voyage expenses, if any, relating to time charters. For the avoidance of doubt, in all instances where we use the term "TCE income" and it is not succeeded by "(voyage charter)", we are referring to TCE income from revenue and voyage expenses related to both voyage charter and time charter.

MARKET AND INDUSTRY DATA

Unless otherwise indicated, information contained in this Registration Statement concerning our industry and the markets in which we operate, including our general expectations and market position, market opportunity and market size, is based on industry publications and other published industry sources prepared by third parties, including Clarksons Research Services Limited ("Clarksons Research"), as well as publicly available information. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires. We believe the data from third-party sources to be reliable based on our management's knowledge of the industry.

The discussion contained under the heading "*Item 4. Information on the Company – B. Business Overview – Industry*" was commissioned by us and provided by Clarksons Research which has confirmed to us that it believes it accurately describes the international product tanker industry as at the date of this Registration Statement. This disclosure was provided to us on March 8, 2024 and Clarksons Research notified us that the cut-off date for the information contained therein was March 1, 2024. The statistical and graphical information

we use in this Registration Statement has been compiled by Clarksons Research, from its database and other industry sources. Clarksons Research compiles and publishes data for the benefit of its clients. In connection therewith, Clarksons Research has advised that (i) certain information in Clarksons Research's database is derived from estimates or subjective judgments, (ii) the information in the databases of other maritime data collection agencies may differ from the information in Clarksons Research's database and (iii) while Clarksons Research has taken reasonable care in the compilation of the statistical and graphical information and believes it to be accurate and correct, data compilation is subject to limited audit and validation procedures.

TRADEMARKS

This Registration Statement may contain trademarks, service marks and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this Registration Statement is not intended to, and does not, imply a relationship with, or endorsement or sponsorship by, us. Solely for convenience, the trademarks, service marks and trade names presented in this Registration Statement may appear without the ®, TM or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensor to these trademarks, service marks and trade names.

EXCHANGE CONTROL

Consent under the Exchange Control Act 1972 (and its related regulations) has been obtained from the Bermuda Monetary Authority for the issue and transfer of our common shares to and between non-residents of Bermuda for exchange control purposes provided that our common shares remain listed on an appointed stock exchange, which includes the NYSE and Oslo Børs. In granting such consent, the Bermuda Monetary Authority accepts no responsibility for our financial soundness or the correctness of any of the statements made or opinions expressed in this Registration Statement.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Our disclosure and analysis in this Registration Statement, including that pertaining to our operations, cash flows, and financial position, including in particular, the likelihood of our success in developing and expanding our business, contains statements that constitute forward-looking statements about us and our industry. These forward-looking statements are based on current expectations, estimates, assumptions and projections about our business and our future financial results, and you should not place undue reliance on them.

All statements other than statements of historical fact or present fact and circumstance contained in this Registration Statement, including, without limitation, statements regarding our future results of operations or financial condition, business strategy, acquisition plans and strategy, economic conditions, both generally and in particular in the tanker industry, and objectives of management for future operations, are forward-looking statements. Many of the forward-looking statements contained in this Registration Statement can be identified by the use of forward-looking terminology, such as the terms “anticipates”, “assumes”, “believes”, “can”, “contemplate”, “continue”, “could”, “estimates”, “expects”, “forecasts”, “intends”, “likely”, “may”, “might”, “plans”, “potential”, “projects”, “seek”, “should”, “target”, “will”, “would” or, in each case, their negative, or other variations or comparable terminology.

Forward-looking statements appear in a number of places in this Registration Statement and include, but are not limited to, statements regarding our intentions, beliefs or current expectations concerning, among other things, our financial strength and position, operating results, liquidity, prospects, growth, the implementation of strategic initiatives, as well as other statements relating to our future business development, financial performance and the industry in which we operate. You should not rely on forward-looking statements as predictions of future events. You should be cautioned that forward-looking statements are not guarantees of future performance and that our actual financial position, operating results and liquidity, and the development of the industry and potential market in which we operate in the future may differ materially from those made in, or suggested by, the forward-looking statements contained in this Registration Statement. We cannot guarantee that the intentions, beliefs or current expectations upon which our forward-looking statements are based will occur.

By their nature, forward-looking statements involve, and are subject to, known and unknown risks, uncertainties and assumptions as they relate to events and depend on circumstances that may or may not occur in the future. Because of these known and unknown risks, uncertainties and assumptions, the outcome may differ materially from those set out in the forward-looking statements. Forward-looking statements are not historical facts or present facts or circumstances but are based on our management’s beliefs and assumptions and on information currently available to our management.

Forward-looking statements include, but are not limited to, such matters as:

- our realization of the expected benefits of the Redomiciliation;
- our future operating and financial results and our future financial condition, including our ability to obtain financing in the future to fund capital expenditures, acquisitions and other general corporate activities;
- our business strategy and expected capital spending or operating expenses, including drydocking and insurance costs;
- global and regional economic and political conditions, including piracy, war including but not limited to, the war between Russia and Ukraine, and other conflicts including but not limited to, the conflict between Israel and Hamas;
- the health and condition of world economies and currencies, including the value of the U.S. dollar relative to other currencies and the impact of the COVID-19 pandemic;
- fluctuations in commodity prices, interest rates and foreign exchange rates;
- our expectations of the availability of vessels to purchase, the time it may take to construct new vessels and vessels’ useful lives as well as our plans to acquire vessels and any associated contracts thereof;
- expected trends in our industry, including those discussed under “*Item 4. Information on the Company – B. Business Overview – Industry*”;

- expected trends in the global fleet of chemical and product tanker vessels, including expected scrapping;
- expected trends in the supply and demand for products we transport;
- expected employment of the vessels in our Combined Fleet, including our ability to enter into time charters after our current charters expire and our ability to earn income in the spot market;
- expected market trends and expected impact of sanctions;
- statements about expected trends in the shipping market, including charter rates for chemical and product tankers and factors affecting supply and demand for chemical and product tankers;
- intention to reduce carbon emissions intensity; and
- the future price of our common shares.

Many of these forward-looking statements are based on our assumptions about factors that are beyond our ability to control or predict and such statements are subject to risks and uncertainties. Actual results may differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to, those identified under "*Item 3. Key Information – D. Risk Factors*" in this Registration Statement. Any of these factors or a combination of these factors could materially affect our future results of operations and the ultimate accuracy of the forward-looking statements. These factors and the other risk factors described in this Registration Statement are not necessarily all of the important factors that could cause actual results or developments to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our results. These risks and uncertainties include factors relating to:

- general economic, political, security, and business conditions, including the development of the ongoing war between Russia and Ukraine and the conflict between Israel and Hamas, sanctions, and other measures;
- general chemical and product tanker market conditions, including fluctuations in charter rates, vessel values and factors affecting supply and demand of crude oil and petroleum products or chemicals, including the impact of the COVID-19 pandemic and the ongoing efforts throughout the world to contain it;
- changes in expected trends in scrapping of vessels;
- changes in demand in the chemical and product tanker industry, including the market for LR2, LR1, MR and Handy chemical and product tankers;
- competition within our industry, including changes in the supply of chemical and product tankers;
- our ability to successfully employ the vessels in our Hafnia Fleet and the vessels under our commercial management;
- changes in our operating expenses, including fuel or cooling down prices and lay-up costs when vessels are not on charter, drydocking and insurance costs;
- our ability to comply with, and our liabilities under, governmental, tax, environmental and safety laws and regulations;
- changes in governmental regulation, tax and trade matters and actions taken by regulatory authorities;
- potential disruption of shipping routes and demand due to accidents, piracy or political events;
- vessel breakdowns and instances of loss of hire;
- vessel underperformance and related warranty claims;
- our expectations regarding the availability of vessel acquisitions and our ability to complete the acquisition of newbuild vessels;
- our ability to procure or have access to financing and refinancing;

- our continued borrowing availability under our credit facilities and compliance with the financial covenants therein;
- fluctuations in commodity prices, foreign currency exchange and interest rates;
- potential conflicts of interest involving our significant shareholders;
- our ability to pay dividends;
- technological developments;
- our limited operating history following the merger between Hafnia Tankers and BW Tankers in 2019 and following our acquisition of the CTI Fleet (as defined in "*Item 4. Information on the Company – A. History and Development of the Company*" below) in 2022;
- the impact of increasing scrutiny and changing expectations from investors, lenders and other market participants with respect to environmental, social and governance initiatives, objectives and compliance;
- other factors that may affect our financial condition, liquidity and results of operations; and
- other risk factors discussed under "*Item 3. Key Information – D. Risk Factors*."

Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Registration Statement.

The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. All forward-looking statements in this Registration Statement are qualified in their entirety by the cautionary statements contained in this Registration Statement.

The forward-looking statements made in this Registration Statement relate only to events as at the date on which the statements are made. All future written and verbal forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained in or referred to in this section. We undertake no obligation, and specifically decline any obligation, except as required by law, to update or revise any forward-looking statements made in this Registration Statement to reflect events or circumstances after the date of this Registration Statement or to reflect new information or the occurrence of unanticipated events or otherwise, except as required by law. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements because they are statements about events that are not certain to occur as described or at all. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

THE REDOMICILIATION

Subsequent to our proposed listing on the NYSE and approximately one month after the approval of our shareholders at our annual general meeting of shareholders, which we currently intend to hold in May 2024, we intend to change our jurisdiction of incorporation from Bermuda to Singapore pursuant to Section 132G of the Bermuda Companies Act 1981 (the "Bermuda Companies Act"), and we refer to this change as the "Redomiciliation". The Redomiciliation is aimed at aligning the place of incorporation with the economic substance of the Company.

The Redomiciliation will be carried out pursuant to the transfer of registration regime under the Singapore Companies Act 1967 (the "Singapore Companies Act"). Upon compliance by the Company of the applicable requirements prescribed under the Bermuda Companies Act and the Singapore Companies Act, the Accounting and Corporate Regulatory Authority of Singapore ("ACRA") may issue a notice of transfer of registration, stating that the Company is, on and from the date specified in the notice, registered by way of transfer of registration under the Singapore Companies Act.

A Certificate Confirming Registration by Transfer of Company ("Redomiciliation Certificate") will also be issued by ACRA. Upon the issuance of the Redomiciliation Certificate by ACRA, we will be domesticated and continue as a Singapore company with the name "Hafnia Limited." Under Bermuda and Singapore law, the Redomiciliation into Singapore is deemed effective upon the issuance of the Redomiciliation Certificate by

ACRA and the Company will be deemed to be a Singaporean company, subject to the Singapore Companies Act from such date. After the Redomiciliation becomes effective, we will file a copy of the Redomiciliation Certificate with the Registrar of Companies in Bermuda within 30 days following issue thereof, and the Registrar of Companies in Bermuda shall then issue a certificate of discontinuance reflecting the effective date of the Redomiciliation.

The Redomiciliation will change our jurisdiction of incorporation from Bermuda to Singapore and, as a result, our constitutional documents will change and will be governed by Singapore rather than Bermuda law. There are differences between the governing corporate law of Bermuda and Singapore. We describe these and other changes in more detail under "*Item 10. – B. Memorandum of Association and Bye-laws – Comparison of Shareholder Rights*." However, our business, assets and liabilities on a consolidated basis, as well as our Board of Directors and executive officers, will be the same upon completion of the Redomiciliation as they are prior to the Redomiciliation.

Our authorised share capital is $7,500,000 consisting of 750,000,000 common shares with a par value of $0.01 each, of which 506,820,170 shares were issued and fully paid as at December 31, 2023. The number of common shares issued and outstanding (i.e. issued shares excluding treasury shares) as at December 31, 2023 was 504,193,519. On January 2, 2024, we issued an additional 3,431,577 shares and the total number of issued shares increased to 510,251,747. In the Redomiciliation, each common share of Hafnia (Bermuda) that is issued immediately prior to the effective time of the Redomiciliation will automatically convert by operation of law into one ordinary share in the share capital of Hafnia (Singapore). The issued and fully paid-up share capital of Hafnia (Singapore) will, assuming that we do not issue additional shares prior to the Redomiciliation, consist of 510,251,747 ordinary shares. After the Redomiciliation, Hafnia (Singapore) will have only one class of issued ordinary shares, which will have identical rights in all respects and rank equally with one another. The ordinary shares of Hafnia (Singapore) will have no par value. There is no requirement to set out an authorized share capital under Singapore law. It will not be necessary for shareholders of Hafnia (Bermuda) who hold common shares of Hafnia (Bermuda) to exchange their existing common share certificates for certificates of ordinary shares of Hafnia (Singapore).

Our Board of Directors believes that there are advantages of the Redomiciliation. As a well-established shipping and ship management centre, Singapore is expected to provide many benefits to the Company. Singapore's political stability, strong legal framework, and well-developed financial sector provide a secure foundation for business operations. Singapore also offers a comprehensive range of maritime services, including ship management, ship financing, legal services, and insurance, creating a conducive environment for shipowning businesses. With a highly skilled workforce with expertise in various aspects of the maritime industry, Singapore also encourages maritime companies to establish operations in Singapore through providing competitive tax incentives. Additionally, within our corporate structure, we currently have several entities that are Singapore-domiciled, which has proven to be highly advantageous for our operations. This Redomiciliation will allow us to consolidate our entities in Singapore, optimizing our corporate structure and enhancing the efficiency of our overall management and operational coordination.

In preparation for the Redomiciliation, our subsidiary Hafnia Pte. Ltd. has been renamed to Hafnia SG Pte. Ltd. This has been completed to allow Hafnia (Singapore) to take the name "Hafnia Limited" in Singapore post-Redomiciliation.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

A. Directors and Senior Management

Name	Position
Mikael Øpstun Skov	Chief Executive Officer
Petrus Wouter Van Echtelt	Chief Financial Officer
Andreas Sohmen-Pao	Chair
Erik Bartnes	Director
Peter Graham Read	Director
Donald John Ridgway	Director
Su Yin Anand	Director

The business address of each of the above listed persons is c/o Hafnia SG Pte. Ltd., 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438.

For additional information on our directors and senior management, see "*Item 6. Directors, Senior Management and Employees – A. Directors and Senior Management*."

B. Advisers

Our U.S. legal counsel is Vedder Price P.C., 1401 New York Avenue, NW Suite 500, Washington, DC 20005.

C. Auditors

KPMG LLP, 12 Marina View, #15-01, Asia Square Tower 2, Singapore 018961, is our independent registered public accounting firm for the years ended December 31, 2023, 2022 and 2021.

The consolidated financial statements of Hafnia Limited as of December 31, 2023, 2022 and 2021 and for each of the years in the three-year period ended 31 December 2023, have been included herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2023, 2022 and 2021 consolidated financial statements contains an explanatory paragraph that states there was a correction of misstatements.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

A. Offer Statistics

Not applicable.

B. Method And Expected Timetable

Not applicable.

ITEM 3. KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

The table below sets forth our cash and cash equivalents and capitalization as at December 31, 2023, derived from our consolidated financial statements included elsewhere in this Registration Statement.

Investors should read this table in conjunction with "*Item 5. Operating and Financial Review and Prospects*" and our consolidated financial statements included in this Registration Statement.

	As at December 31, 2023
	(in thousands of $)
Cash:	
Cash:[1]	$ 141,621
Cash retained in the commercial pools:	80,900
Total cash and cash equivalents:	**$ 222,521**
Capitalization:	
Debts:	
Borrowings (current):	267,328
Borrowings (non-current)	1,025,023
Total debt:	**$1,292,351**
Equity:	
Share capital:	5,069
Share premium:	1,044,849
Contributed surplus:	537,112
Other reserves:	27,620
Treasury shares:	(17,951)
Retained earnings:	631,025
Total shareholders' equity:	**$2,227,724**
Total capitalization:	**$3,520,075**

[1] This does not include restricted cash.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

An investment in the common shares of Hafnia Limited involves inherent risk. You should carefully consider the risk factors set out in this section and all information contained in this Registration Statement, including the financial statements and related notes. The risk factors and uncertainties described in this "*Item 3. – Key Information – D. Risk Factors*" are the material known risks and uncertainties faced by us as at the date of this Registration Statement and represents those risks that we believe are the material risks relevant to an investor when making an investment in our common shares. An investment in Hafnia Limited and our common shares is suitable only for investors who understand the risks associated with this type of investment and who can afford to lose all or part of their investment.

Our business, financial condition, cash flows, results of operations, ability to pay dividends, future prospects and/or financial performance could be materially and adversely affected if any of the risks described below occur. As a result, the market price of our common shares could decline, and you could lose all or part of your investment. You should carefully consider these risk factors and the information and data set forth elsewhere in this Registration Statement.

The absence of negative past experience associated with a given risk factor does not mean that the risks and uncertainties described therein should not be considered prior to making an investment decision. If any of the risk factors described below were to materialise, individually or together with other circumstances, it could have material and adverse impact on us and/or our business, results of operations, cash flows, financial condition and/or prospects, which may cause a decline in the value and trading price our common shares. A decline in the value and trading price in our common shares could result in a loss of all or part of an investment in our common shares. Additional risk factors of which we are currently unaware, or which we currently deem not to be risks, may also have corresponding negative effects.

This Registration Statement also contains forward-looking statements that involve risks and uncertainties. See "Cautionary Statement Regarding Forward-Looking Statements." Our actual results could differ materially and adversely from those anticipated in these forward-looking statements due to certain factors, including the risks facing our Company.

The risk factors included in this "*Item 3. Key Information – D. Risk Factors*" are presented in a limited number of categories, where each individual risk factor is intended to be placed in the most appropriate category based on the nature of the risk it represents. This does not mean that the risk factor could not have effects outside the category in which it is listed. Within each category, the risk factors deemed most material for us, taking into account their potential negative effect on us and our subsidiaries and the probability of their occurrence, are set out first. This does not mean that the remaining risk factors are ranked in order of their materiality or comprehensibility, nor based on a probability of their occurrence. The risks mentioned herein could materialise individually, cumulatively, or together with other circumstances. We have in some of the risk factors indicated whether they would concern, affect and/or impact our Hafnia Vessels, TC Vessels, JV Vessels and/or Pool Vessels. This is merely to illustrate the potential impacts and does not mean that categories of vessels not listed in the risk factor in question would not be affected and/or impacted by the risks set out in the risk factor.

Risks Related to Our Industry

- Developments in the global economy and the shipping industry, including the chemical and product tanker market, resulting in a downturn in the hire and freight rates could adversely affect our business, financial condition, cash flows and results of operation.
- The tanker industry is cyclical and volatile, which may adversely affect our earnings and available cash flow.
- The occurrence of 'peak oil' may have a material adverse effect on our future performance, results of operations, cash flows and financial position.
- A shift in consumer demand from oil towards other energy sources or changes to trade patterns for refined oil products may have a material adverse effect on our business.
- We are dependent on spot-oriented pools and spot charters and any decrease in spot charter rates in the future may have a material adverse effect on our business.

- Changes in global trading patterns, particularly but not limited to the trading patterns for oil and oil products, may have a negative impact on our business.
- An over-supply of tanker capacity may lead to a reduction of charter rates, which may limit our ability to operate the vessels in our Combined Fleet profitably.
- Tanker rates are subject to seasonal variations in demand and cyclical fluctuations.
- An economic slowdown or changes in the economic and political environment in the Asia Pacific region could have a material adverse effect on our business, financial condition, and results of operations.
- The continuing effects of the COVID-19 pandemic and other outbreaks of epidemic and pandemic diseases and governmental responses thereto could materially and adversely affect our business, financial condition, and results of operations.
- Acts of piracy or other attacks on ocean-going vessels could adversely affect our business.
- An increase in frequency salvage operations, including immigrant salvage operations in the Mediterranean, could adversely affect our business.
- The smuggling of drugs or other contraband onto vessels in our Combined Fleet may lead to governmental claims against us.
- We may be exposed to fraudulent behaviour, which may have a material adverse effect on our future performance, results of operations, cash flows and financial position.
- If we, including the Pools, cannot meet our customers' quality and compliance requirements, we may not be able to operate the vessels in our Combined Fleet profitably which could have an adverse effect on our future performance, results of operations, cash flows and financial position.
- Fluctuations in exchange rates and non-convertibility of currencies could result in financial losses to us.
- Increased requirements relating to the fuel used by vessels may require us to retrofit our Hafnia Vessels and/or JV Vessels and may cause us to incur significant costs.
- We are subject to complex laws and regulations, including environmental laws and regulations, that can increase our liability and adversely affect our business, results of operations, cash flows and financial condition and our available cash.
- Developments in safety and environmental requirements relating to the recycling of vessels may result in escalated and unexpected costs.
- Increased inspection procedures could increase costs and disrupt our business.
- Our global operations expose us to global risks, such as political instability, terrorist or other attacks, war, and international hostilities which may affect the tanker industry and adversely affect our business.
- If vessels in our Combined Fleet call on ports located in countries or territories that are subject to sanctions or embargoes imposed by the United States, the European Union, the United Kingdom, or other governments, it could result in monetary fines or other penalties imposed on us and may adversely affect our reputation and the market for our securities.
- Disruptions to shipping in the Red Sea in connection with the conflict between Israel and Hamas could have a negative effect on our operations, business, cash flows, financial condition, and results of operation.
- We may be subject to litigation that, if not resolved in our favour and not sufficiently insured against, could have a material adverse effect on us.
- Maritime claimants could arrest or attach vessels in our Combined Fleet, which would have a negative effect on our cash flows.
- Governments could requisition vessels in our Combined Fleet during a period of war or emergency, which may negatively impact our business, financial condition, cash flows, results of operations, available cash and ability to pay dividends.

- Technological innovation could lower our vessel utilization, reduce our charter rates and/or reduce the value of our Hafnia Vessels and JV Vessels.
- Global climate change may increase the frequency and severity of weather events and the losses resulting therefrom, which could have a material adverse effect on the economies in the markets in which we operate or plan to operate in the future and therefore on our business.
- Increasing scrutiny and changing expectations from investors, lenders, regulators, and other market participants with respect to our Environmental, Social and Governance ("ESG") policies may impose additional costs on us or expose us to additional risks.
- Potential labour disruptions could interfere with our operations and have an adverse effect on our business.
- Compliance with international safety regulations and other vessel requirements verified by classification societies may be costly and noncompliance with such regulations and requirements could adversely affect our business, financial condition, and results of operations.

Risks Related to Our Business

- Operation and management of a chemical and product tanker fleet involves a high degree of risk.
- Potential delays and cost overruns of newbuilds or other failures by our counterparties under our newbuild contracts in meeting their obligations may result in increased costs, loss of revenue and liquidated damages or could otherwise adversely affect our business.
- International, regional, and local competition rules and regulations for the shipping industry may adversely affect our business, financial condition and results of operations.
- We may in the future experience difficulties in employing and retaining the personnel required to maintain and develop our business and a shortage of relevantly skilled personnel in the future may have material adverse consequences for our operations, business, and financial condition.
- We may have difficulty managing our planned growth, if any, properly.
- An increase in operating expenses and voyage expenses would decrease our earnings and available cash and could have a material adverse effect on our future performance, results of operations, cash flows, and financial position, and rising inflation may impact our operating expenses and voyage expenses as well as our access to financing and the market price of our common shares.
- Breakdowns in our information technology, including as a result of cyberattacks, disruptions, failures, or security breaches may negatively impact our business, including our ability to service customers, and may have a material adverse effect on our future performance, results of operations, cash flows and financial position.
- The market values of our Hafnia Vessels and JV Vessels may fluctuate substantially potentially leading to impairment charges, losses upon the sale of a vessel or have other material adverse effects for our business, financing agreements, or financial condition.
- From time to time, we make investments in companies and/or projects in the shipping industry and companies and/or projects not in the shipping industry. We cannot assure that we will make a return on these investments and the underlying projects may be delayed or may fail entirely.
- Increased levels of competition in the chemical and product tanker industry could adversely affect our business.
- We will be required to make substantial additional capital expenditures in order to maintain the quality and operating capacity of our Hafnia Vessels, to acquire new vessels to replace our existing vessels before or at the end of their useful lives and in the event that we should decide to expand the number of vessels in our Hafnia Fleet and if we do not set aside funds or are unable to borrow or raise funds in the future or if we are unable to correctly time our capital expenditures, it may adversely affect our revenue, business, results of operations, financial condition and available cash.

- We are subject to certain risks with respect to our counterparties on contracts, and failure of such counterparties to meet their obligations could cause us to suffer losses or negatively impact our results of operations, financial condition, and cash flows.
- Insurance may be difficult to obtain, and if obtained, may not be adequate to cover our losses that may result from our operations due to the inherent operational risks of the tanker industry.
- Because we obtain some of our insurance through protection and indemnity associations, which result in significant expenses to us, we may be required to make additional premium payments.
- Failure to comply with the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, the Bermuda Bribery Act 2016, the Singapore Prevention of Corruption Act 1960 or other applicable anti-bribery regulations, anti-corruption regulations, anti-money laundering regulations or any other laws affecting our operations could result in fines, criminal penalties, contract terminations and could have an adverse effect on our business, reputation, and financial condition.
- If we are unable to operate our financial and operations systems effectively, our performance may be affected.
- Our failure to comply with data privacy laws could damage our customer relationships and expose us to litigation.
- Due to our lack of diversification, adverse developments in the sector for maritime transportation of oil products and chemicals could adversely affect our business.
- We are to a certain extent dependent on the continuation of the Pools and termination or a withdrawal of a majority of the pool participants may adversely affect our business.

Risks Related to Our Company, Organization, and Structure

- We depend on our subsidiaries to distribute funds to us.
- We derive a significant portion of our revenue from our top five customers, and the loss or default of any such customers could result in a significant loss of revenue and adversely affect our business.
- We have a limited operating history following the completion of the CTI Transaction.
- Our major shareholder, currently BW Group Limited, may have interests that are different from our interests and the interests of our other shareholders.
- We are incorporated in Bermuda and the rights of our shareholders may differ from the rights and protections typically offered to shareholders of a U.S. corporation organised in Delaware.
- We have anti-takeover provisions in our Bye-laws that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our shareholders and may prevent replacement or removal of the members of our Board of Directors.
- It may be difficult to serve process on or enforce a U.S. judgment against us, our officers, our directors and the experts named in this Registration Statement because we are a foreign corporation incorporated in Bermuda and, following the Redomiciliation, will be a foreign corporation incorporated in Singapore.
- The international nature of our operations may make the outcome of any bankruptcy proceedings difficult to predict.
- Our Bye-laws contain an exclusive jurisdiction provision applicable to certain types of actions and after the Redomiciliation, if approved by our shareholders, our Constitution will contain an exclusive jurisdiction provision applicable to certain types of actions. These exclusive jurisdiction provisions could limit the ability of our shareholders to obtain a favourable judicial forum for disputes against us or our directors or officers.
- Our Bye-laws restrict shareholders from bringing legal action against our officers and directors.

Risks Related to Our Indebtedness

- Our future capital needs are uncertain and we may need to raise additional funds in the future.
- Servicing our current or future indebtedness limits funds available for other purposes and if we cannot service our debt, we may lose the vessels in our Hafnia Fleet.
- Our credit facilities and lease financing agreements contain restrictive and financial covenants which may limit our ability to conduct certain activities, and further, we may be unable to comply with such covenants, which could result in an event of default under the terms of such agreements.
- Change of control and mandatory repayment provisions contained in certain of our credit facilities may lead to a foreclosure of our Hafnia Fleet.
- We may be exposed to risk in relation to our use of financial market products.

Risks Related to Tax

- As a Bermuda exempted company incorporated under Bermuda law, our operations may be subject to economic substance requirements.
- A change in tax laws in any country in which we operate, including, but not limited to the imposition of freight taxes, or disagreements with tax authorities could adversely affect us.
- A change to the way in which our international shipping income is taxed in Singapore could have an adverse effect on our business and results of operations.
- We could be treated as or become a passive foreign investment company ("PFIC") for U.S. federal income tax purposes, which could have adverse U.S. federal income tax consequences to U.S. shareholders.
- We may have to pay tax on U.S. sourced income, which would reduce our earnings.
- The Organization for Economic Cooperation and Development ("OECD"), Bermuda and other jurisdictions are considering or have passed measures that might change long-standing tax principles that could increase the Company's taxes.
- We may become subject to taxation in Bermuda which would negatively affect our results.
- We and certain of our subsidiaries have entered into and may in the future enter into internal agreements which must be at market value or on terms no more favourable than would have been agreed if the transaction was not conducted on an intra-group basis.
- Certain of our subsidiaries are incorporated in offshore jurisdictions and our operations may be subject to economic substance requirements, which could impact our business.

Risks Related to This Listing and Ownership of Our Common Shares

- Our share price has fluctuated in the past, has been volatile and may be volatile in the future and as a result, investors in our common shares could incur substantial losses.
- Our common shares will be traded on more than one stock exchange and this may result in price variations between the markets.
- Any dividend payments on our shares would be denominated in U.S. dollars and any shareholder whose principal currency is not the U.S. dollars would be subject to risks of exchange rate fluctuations.
- You may be liable to pay taxes on dividends or distributions from us or on any income or gains otherwise resulting from your ownership of our shares including any gains as a result of an increase in value of the shares, if any.
- We do not know whether a market for our common shares will develop to provide you with adequate liquidity. If our share price fluctuates after this listing, you could lose a significant part of your investment.

- The requirements of being a public company in the United States, including compliance with the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act, may strain our resources, increase our costs, and absorb a significant amount of time of management, and we may be unable to comply with these requirements in a timely or cost-effective manner.
- Future offerings of debt securities, which would rank senior to our common shares upon our bankruptcy or liquidation, and future offerings of equity securities that may be senior to our common shares for the purposes of dividend and liquidation distributions, may adversely affect the market price of our common shares.
- We cannot assure you that we will pay dividends on our common shares, and a number of factors, including but not limited to our earnings, commitments to service our debts, and the indebtedness covenants in our financing arrangements may limit our ability to pay dividends on our common shares.
- As a foreign private issuer, we are permitted to, and we will, adopt certain home country practices in relation to corporate governance that differ significantly from NYSE corporate governance standards applicable to U.S. issuers. This may afford less protection to our shareholders.
- Future sales or issuances of our common shares in the public markets, or the perception that they might occur, could cause the price of our common shares to decline, could dilute your voting power and your ownership interest in us and/or could lead to a loss of all or part of your investment.
- The historical financial information in this Registration Statement may make it difficult to accurately predict our costs of operations in the future.
- We have identified material weaknesses in our internal control over financial reporting that could, if not remediated, result in material misstatements in our financial statements. If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common share.

Risks Related to Our Redomiciliation

- Currently, rights of our shareholders are governed by the laws of Bermuda and the Memorandum of Association and Bye-laws of Hafnia (Bermuda), while following our Redomiciliation, rights of our shareholders will be governed by the laws of Singapore and the Constitution of Hafnia (Singapore), and accordingly certain rights of our shareholders will change as a result of the Redomiciliation, which may adversely affect the position of our shareholders.
- After the Redomiciliation, we will be incorporated in Singapore and the rights of our shareholders may differ from the rights and protections typically offered to shareholders of a corporation organised in Delaware.
- The Redomiciliation may not be implemented or may not be implemented in a timely manner.
- The change in regulatory regime involves uncertainty as to the implications, and adapting to such new regime may lead to substantial costs and require substantial time spent by Hafnia's management.
- Changes in facts, law, policy or practice may result in adverse tax consequences to Hafnia and its shareholders in relation to the Redomiciliation and Hafnia (Singapore) going forward.
- The Redomiciliation may result in adverse tax consequences to our shareholders.
- The Redomiciliation may have an adverse effect on trading, liquidity and the price of our common shares on the stock exchanges upon which our shares are listed and tradeable, as some shareholders may not wish to hold shares of a Singapore issuer, and this could negatively affect trading, liquidity and the price of our common shares.
- Under Singapore law, shareholder approval is required to allow us to issue new shares. Our Board of Directors may in the future be granted authorization to issue new shares without additional shareholder approval and our issuance of such shares may dilute the ownership interests of existing shareholders and negatively impact the price of our common shares.

- Singapore law and provisions in our Constitution following our Redomiciliation may have anti-takeover effects that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our shareholders and may prevent replacement or removal of the members of our Board of Directors.

Risks Related to Our Industry

Developments in the global economy and the shipping industry, including the chemical and product tanker market, resulting in a downturn in the hire and freight rates could adversely affect our business, financial condition, cash flows and results of operation.

Our earnings and available cash are dependent on our ability to charge profitable hire or freight rates for the vessels in our Combined Fleet. Our operations are in this regard subject to most of the risks common in our industry and the chemical and product tanker market. A number of factors outside of our control may adversely affect the hire and freight rates we are able to charge for the vessels in our Combined Fleet, including, but not limited to, the global supply of vessel capacity, bunker fuel prices, emissions taxes, and global demand for oil, oil products and chemicals.

You should in particular note that we are particularly exposed to the short-term spot market. As at December 31, 2023 approximately 86% of the vessels in our Hafnia Fleet were operated in the spot market on short-term contracts that normally do not extend beyond three months, which means that any adverse changes in the spot market hire or freight may significantly impact our revenue and financial condition. Our significant exposure to the short-term spot market entails that our revenue is to a certain extent affected even by short-term fluctuations and extraordinary events that temporarily affect hire or freight rates.

In case of adverse developments in the global economy and the chemical and product tanker market, e.g., resulting in an oversupply of chemical and product tanker capacity, we may not be able to re-charter vessels at attractive rates. If we are unable to re-employ a Hafnia Vessel, we will not receive any revenue from this vessel, but we would still have to pay expenses as necessary to maintain the vessel in operating condition and interest and principal on our debt.

We monitor market developments closely to make timely and appropriate decisions regarding the deployment of our Combined Fleet and investment decisions. However, adverse and unpredictable developments in the global chemical and product tanker market could result in deviations between our estimates and assumptions and the actual market situation. A recent example and clear demonstration of how events outside our control represents a material risk for our development is the uncertainty associated with the COVID-19 pandemic and its different variants and the efforts to contain them, which have had and may continue to have a significant impact on the global economy and the global chemical and product tanker market, and thus our business.

There is a high degree of probability of new developments and fluctuations in the chemical and product tanker market and a lower demand of chemical and product tanker capacity may have a material adverse effect on us, our business, results of operation, cash flow and financial condition. The material adverse effects of such developments and fluctuations may have on us is the reason for presenting this risk first in the category of risks related to the industry in which we operate.

The tanker industry is cyclical and volatile, which may adversely affect our earnings and available cash flow.

The tanker industry is both cyclical and volatile in terms of charter rates and profitability. Periodic adjustments to the supply of and demand for chemical and product tankers cause the industry to be cyclical in nature. We expect continued volatility in market rates for vessels in our Combined Fleet in the foreseeable future with a consequent effect on our short- and medium-term liquidity. A worsening of current global economic conditions may cause tanker charter rates to decline and thereby adversely affect our ability to charter or re-charter vessels in our Combined Fleet or to sell Hafnia Vessels on the expiration or termination of their charters, and the rates payable in respect of our Hafnia Vessels and TC Vessels currently operating in tanker pools, or any renewal or replacement charters that we enter into, may not be sufficient to allow us to operate our Hafnia Vessels and TC Vessels profitably. In addition, the war between Russia and Ukraine is disrupting energy production and trade patterns, including shipping in the Black Sea and elsewhere and its impact on energy prices and freight rates, which initially have increased, is uncertain. Furthermore, the conflict between Israel and Hamas has impacted trade patterns, particularly due to the ensuing disruptions to shipping in the Red Sea, and the impact of this conflict and the disruptions in the Red Sea, which have initially led to increased freight rates, is

uncertain. The global economy and demand for oil and oil products remains subject to substantial uncertainty due to the COVID-19 outbreak and related containment efforts throughout the world. Fluctuations in charter rates and vessel values result from changes in the supply and demand for tanker capacity and changes in the supply and demand for oil and oil products. The factors affecting the supply and demand for tankers are outside of our control, and the nature, timing and degree of changes in industry conditions are unpredictable.

The factors that influence supply and demand for tanker capacity and/or influence the demand for the cargo transported by our Combined Fleet and thereby the demand for tanker capacity include, but are not limited to:

- supply of and demand for energy resources and oil and petroleum products;
- supply of and demand for chemical products;
- supply of and demand for alternative sources of energy;
- changes in the consumption of oil and petroleum products due to availability of new, alternative energy sources or changes in the price of oil and petroleum products relative to other energy sources or other factors making consumption of oil and petroleum products less attractive;
- changes in the consumption of chemicals;
- the number of shipyards and ability of shipyards to deliver vessels;
- the number of newbuild orders and deliveries, including slippage in deliveries;
- technological advances in tanker design and capacity;
- price of steel and vessel equipment;
- availability of financing for new vessels and shipping activity;
- available interest rate on financing;
- the number of vessel casualties;
- the degree of scrapping or recycling rate of older vessels, depending, among other things, on scrapping or recycling rates and international scrapping or recycling regulations;
- the number of conversions of tankers to other uses or conversions of other vessels to tankers;
- the number of product tankers trading crude or “dirty” oil products (such as fuel oil);
- the number of vessels that are out of service, namely those that are laid up, drydocked, awaiting repairs, used for floating storage, or otherwise not available for hire;
- the efficiency and age of the world tanker fleet;
- technical developments which affect the efficiency of vessels and time to vessel obsoletion;
- prevailing and expected future freight and charter rates;
- cost of bunkers and other sources of fuel for vessels and its impact on vessel speed;
- regional availability of refining capacity and inventories compared to geographies of oil production regions;
- increases in the production of oil in areas linked by pipelines to consuming areas, the extension of existing or the development of new pipeline systems in markets we may serve or the conversion of existing non-oil pipelines to oil pipelines in those markets;
- market expectations with respect to future supply of petroleum and petroleum products;
- regional availability of chemicals production and usage;
- developments in international trade, including refinery additions and closures;
- national policies regarding strategic oil inventories (including if strategic reserves are set at a lower level in the future as oil decreases in the energy mix);

- global and regional economic and political conditions, including economic slowdowns in certain countries and/or regions;
- currency exchange rates;
- the distance over which oil, oil products and chemical products are to be moved by sea;
- changes in seaborne and other transportation patterns;
- changes in governmental or maritime self-regulatory organizations' rules and regulations or actions taken by regulatory authorities;
- environmental and other legal and regulatory developments;
- changes in government and industry environmental, maritime transportation, and other regulations, recommendations and practices that may affect the useful lives of tankers and impact environmental concerns and regulations;
- product imbalances and hence lack of or surplus supply in certain regions (affecting the level of trading activity);
- business disruptions, including supply chain issues, due to climate, weather, and natural or other disasters, or otherwise;
- global and regional political developments, including 'trade wars', armed conflicts, including the ongoing war between Russia and Ukraine, the conflict between Israel and Hamas, and other international hostilities or terrorist activities;
- labour disruptions including strikes and lock-outs;
- port or canal congestion;
- speed of vessel operation;
- crew availability;
- developments in international trade, including those relating to the imposition of tariffs; and
- international sanctions, embargoes, price caps, import and export restrictions, nationalizations, and wars.

In addition to the prevailing and anticipated freight rates, factors that affect the rate of newbuilds being delivered, scrapping and laying-up include newbuild prices, second-hand vessel values in relation to scrap prices, costs of bunkers and other operating costs, costs associated with classification society surveys, normal maintenance costs, insurance coverage costs, the efficiency and age profile of the existing tanker fleet in the market, and government and industry regulation of maritime transportation practices, particularly environmental protection laws and regulations. These factors influencing the supply of and demand for shipping capacity are outside of our control, and we may not be able to correctly assess the nature, timing and degree of changes in industry conditions.

We anticipate that the future demand for the vessels in our Combined Fleet will be dependent upon economic growth in the world's economies, seasonal and regional changes in demand, changes in the capacity of the global tanker fleet and the sources and supply of oil and petroleum products and chemical products to be transported by sea. Given the number of new tankers currently on order with shipyards, the capacity of the global tanker fleet seems likely to increase and there can be no assurance as to the timing or extent of future economic growth. Adverse economic, political, social or other developments could have a material adverse effect on our business and operating results.

Declines in oil and natural gas prices for an extended period of time, or market expectations of potential decreases in these prices, could negatively affect our future growth in the tanker sector. Sustained periods of low oil and natural gas prices typically result in reduced exploration and extraction because oil and natural gas companies' capital expenditure budgets are subject to cash flow from such activities and are therefore sensitive to changes in energy prices. These changes in commodity prices can have a material effect on demand for our services, and periods of low demand can cause excess vessel supply and intensify the competition in the industry, which often results in vessels, particularly older and less technologically advanced vessels, being idle for long

periods of time. We cannot predict the future level of demand for our services or future conditions of the oil and natural gas industry. Any decrease in exploration, development or production expenditures by oil and natural gas companies could reduce our revenues and materially harm our business, results of operations and cash available for distribution.

Despite turbulence in the world economy at times in recent years, worldwide demand for oil and oil products has continued to rise; however, the COVID-19 pandemic caused demand for oil and oil products to stagnate for an extended period of time and the war between Russia and Ukraine and the conflict between Israel and Hamas could ultimately have a similar effect. In the event that the long-term trend falters, the production of and demand for crude oil and petroleum products will encounter pressure which could lead to a decrease in shipments of these products and consequently this would have an adverse impact on the employment of the vessels in our Combined Fleet and the charter rates that they command, as was the case from the second half of 2020 until the second quarter of 2022. Also, if oil prices decline to uneconomic levels for producers, it may lead to declining output. As a result of any reduction in demand or output, the charter rates that we earn from Hafnia Vessels and TC Vessels employed on charters related to market rates may decline, as they did in the second half of 2020 through the second quarter of 2022, and possibly remain at low levels for a prolonged period, as was the case for most periods during the preceding ten years.

The occurrence of 'peak oil' may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

When global crude oil production hits the maximum rate and permanently starts to decline ('peak oil'), it will likely impact the global product tanker market, and thus our business. Recent forecasts of 'peak oil' range from the 2020s to the 2030s, depending on economics and how governments respond to global warming. Irrespective of 'peak oil', the continuing shift in consumer demand from oil towards other energy resources such as wind energy, solar energy, hydrogen energy or nuclear energy, which shift appears to be accelerating as a result of the COVID-19 pandemic, as well a shift in government commitments and support for energy transition programs, may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

In case of a decline in the production of crude oil it will likely result in an oversupply of product tanker capacity meaning that we may not be able to re-charter our Hafnia Vessels and TC Vessels at attractive rates. If we are unable to re-employ a vessel, we will not receive any revenue from this vessel, but we would still have to pay interest, debt and operating expenses as necessary to maintain the vessel in operating condition. Further, there is a risk that financial institutions and investors will move away from allocating capital to businesses involved in the transportation of fossil fuels. As such, it is likely that the occurrence of 'peak oil' will adversely affect our results of operations, cash flow and access to capital from external sources. Following a collapse in oil demand at the outset of COVID-19 and a price war between Saudi Arabia and Russia, a number of market organizations have put forward predictions of a peak in oil production in this or the next decade. However, we already now see a market shift away from fossil fuels in the form of, e.g., electric vehicles and more fuel efficient internal combustion engines.

A shift in consumer demand from oil towards other energy sources or changes to trade patterns for refined oil products may have a material adverse effect on our business.

A significant portion of our earnings are related to the oil industry. We rely significantly on the cash flows generated from the employment of our Hafnia Vessels and TC Vessels that operate in the product tanker sector of the shipping industry. Due to our lack of diversification, adverse developments in the product tanker market have a significantly greater impact on our financial condition and results of operations than if we maintained more diverse assets or lines of business. Adverse developments in the product tanker market could therefore reduce our ability to meet our payment obligations and our profitability.

A shift in or disruption of the consumer demand from oil towards other energy resources such as electricity, natural gas, liquefied natural gas or hydrogen will potentially affect the demand for our product tankers. A shift from the use of internal combustion engine vehicles to electric vehicles may also reduce the demand for oil. These factors could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Seaborne trading and distribution patterns are primarily influenced by the relative advantage of the various sources of production, locations of consumption, pricing differentials and seasonality. Changes to the trade

patterns of refined oil products may have a significant negative or positive impact on the tonne-mile and therefore the demand for our product tankers. This could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

We are dependent on spot-oriented pools and spot charters and any decrease in spot charter rates in the future may have a material adverse effect on our business.

As at December 31, 2023, 112 of the vessels in the Hafnia Fleet were employed in either the spot market or our spot market-oriented Pools which are managed by us, exposing us to fluctuations in spot market charter rates. The spot charter market may fluctuate significantly based upon tanker and oil supply and demand. The successful operation of the vessels in our Hafnia Fleet in the competitive spot charter market, including within the Pools, depends on, among other things, obtaining profitable spot charters and minimizing, to the extent possible, time spent waiting for charters and time spent traveling unladen to pick up cargo. The spot market is very volatile, and, in the past, there have been periods when spot charter rates have declined below the operating cost of vessels. If spot charter rates decline, then we may be unable to operate our Hafnia Vessels and TC Vessels trading in the spot market profitably, meet our obligations, including payments on indebtedness, or pay dividends in the future. Furthermore, as charter rates for spot charters are fixed for a single voyage which may last up to several weeks, during periods in which spot charter rates are rising, we will generally experience delays in realizing the benefits from such increases, which may have a material adverse effect on our future performance, results of operations, cash flows and financial position. Additionally, in relation to TC Vessels and bareboat chartered-in Hafnia Vessels, we may be exposed to changes in the charter rates and freight rates that are significantly below the charter rate agreed in our time charter-in or bareboat charter-in agreements.

Our ability to renew expiring charters or obtain new charters will depend on the prevailing market conditions at the time. If we are not able to obtain new charters in direct continuation with existing charters or upon taking delivery of a newly acquired vessel, or if new charters are entered into at charter rates substantially below the existing charter rates or on terms otherwise less favourable compared to existing charter terms, our revenues and profitability could be adversely affected.

Changes in global trading patterns, particularly, but not limited to, the trading patterns for oil and oil products, may have a negative impact on our business.

Our business and results of operations are affected by the trading patterns for the cargo we transport, particularly the trading patterns for oil and oil products. Recently, the global trading patterns for oil and oil products have been impacted by the war between Ukraine and Russia, as well as the conflict between Israel and Hamas, each of which initially led to longer seaborne routes and higher earnings for tankers. A full reversal of sanctions on Russia and disruptions in the Red Sea and a corresponding full reversal of the changes to the supply and demand for oil and oil products and trading patterns combined with the older tanker fleet coming back to the international market could have a very significant negative impact on our results of operations. Such reversal of changes to global trading patterns to pre-war status or other changes in global trading pattern, including, but not limited to, any changes in trading patterns as a result of a decrease in economic condition of certain regions or countries or decreases in refinery capacity may have a negative adverse effect on our business. Changes in global trading patterns leading to shorter distances of seaborne products trade could adversely impact our results of operations, financial condition, liquidity and ability to pay dividends.

An over-supply of tanker capacity may lead to a reduction of charter rates, which may limit our ability to operate the vessels in our Combined Fleet profitably.

The market supply of tankers is affected by a number of factors, such as supply and demand for energy resources, including oil and petroleum products, supply and demand for seaborne transportation of such energy resources, and the current and expected purchase orders for newbuilds. The product tanker newbuild orderbook equalled approximately 13.4% of the existing world product tanker fleet in tonnage terms at the start of March 2024. No assurance can be given that the orderbook will not increase further in proportion to the existing fleet. If the capacity of new tankers delivered exceeds the capacity of tankers being scrapped and converted to non-trading tankers, tanker capacity will increase. If the supply of tanker capacity increases and if the demand for tanker capacity does not increase correspondingly or declines, charter rates could materially decline. A reduction in charter rates and the value of our Hafnia Vessels may have a material adverse effect on our results of operations and available cash.

In addition, product tankers may be "cleaned up" from "dirty/crude" trades and swapped back into the product tanker market which would increase the available product tanker tonnage which may in turn affect the supply and demand balance for product tankers. This could have an adverse effect on our future performance, results of operations, cash flows and financial position.

Tanker rates are subject to seasonal variations in demand and cyclical fluctuations.

Tanker markets are typically stronger in the winter months as a result of increased oil consumption in the northern hemisphere but weaker in the summer months as a result of lower oil consumption in the northern hemisphere and refinery maintenance that is typically conducted in the summer months. In addition, unpredictable weather patterns during the winter months in the northern hemisphere tend to disrupt vessel routing and scheduling. The oil price volatility resulting from these factors has historically led to increased oil trading activities in the winter months. As a result, revenues generated by vessels in our Combined Fleet have historically been weaker during the quarters ended June 30 and September 30, and stronger in the quarters ended March 31 and December 31.

An economic slowdown or changes in the economic and political environment in the Asia Pacific region could have a material adverse effect on our business, financial condition, and results of operations.

We anticipate a significant number of port calls made by vessels in our Combined Fleet will continue to involve the loading or discharging of cargo in ports in the Asia Pacific region. Additionally, we have a number of other interests in the Asia Pacific region, including having placed orders for newbuilds with Chinese shipyards. As a result, any negative changes in economic conditions in any Asia Pacific country, particularly in China, may have a material adverse effect on our business, financial condition, and results of operations, as well as our future prospects. Before the global economic financial crisis that began in 2008, China had one of the world's fastest growing economies in terms of gross domestic product, or GDP, which had a significant impact on shipping demand. China's GDP growth is expected to continue in 2024 as the global economy is set to recover from the health crisis, however, there is a continuous threat of a Chinese financial crisis resulting from excessive indebtedness and "trade wars."

In recent years, China and the United States have implemented certain increasingly protective trade measures with continuing trade tensions, including significant tariff increases, between these countries. The International Monetary Fund has warned that continuing geopolitical tensions between the United States and China could derail recovery from the impacts of COVID-19. Although the United States and China successfully reached an interim trade deal in January 2020 that deescalated the trade tensions with both sides rolling back tariffs, the extent to which the trade deal will be successfully implemented is unpredictable. Notwithstanding the interim trade deal, the U.S. policy on China may not change dramatically and there is no assurance that the Chinese economy will not experience a significant slowdown in the future. Further increased geopolitical tensions in 2024 may intensify and impact trade flows and tanker flows in the future. A decrease in the level of imports to and exports from China could adversely affect our business, operating results, and financial condition.

State-owned enterprises account for a substantial portion of the Chinese industrial output and, in general, the Chinese government plans to continue enhancing the profitability and core competitiveness of the state-owned enterprises. If the Chinese government does not continue to pursue a policy of economic reform, the level of imports to and exports from China could be adversely affected by changes to these economic reforms by the Chinese government, as well as by changes in political, economic, and social conditions or other relevant policies of the Chinese government, such as changes in laws, regulations or export and import restrictions. Notwithstanding economic reform, the Chinese government may adopt policies that favour domestic shipping companies and may hinder our ability to compete with them effectively. For example, China imposes a tax for non-resident international transportation enterprises engaged in the provision of services of passengers or cargo, among other items, in and out of China using their own, chartered, or leased vessels. The regulation may subject international transportation companies to Chinese enterprise income tax on profits generated from international transportation services passing through Chinese ports. This tax or similar regulations by China may result in an increase in the cost of cargo imported to China and the risks associated with importing cargo to China, as well as a decrease in any cargo shipped from our charterers to China. This could have an adverse impact on our charterers' business, operating results and financial condition and could thereby affect their ability to make timely charter hire payments to us and to renew and increase the number of their time charters with us. Moreover, an economic slowdown in the economies of the European Union and other Asian countries may further adversely affect economic growth in China and elsewhere.

In addition, several initiatives are underway in China with a view to reduce their dependency on (foreign) oil and achieve carbon neutrality by 2060, which could impact the need for oil transportation services. The method by which China attempts to achieve carbon neutrality by 2060, and any attendant reduction in the demand for oil, petroleum, and related products, could have a material adverse effect on our business, cash flows and results of operations.

Outside of the Asia Pacific region, the product tanker industry may additionally be negatively affected from other regional economic slowdowns, including if a potential economic slowdown in Latin America or Africa were to cause a decrease in imports of refined products from the United States or Europe. This could have a negative impact on our earnings, cash flows and financial position.

The continuing effects of the COVID-19 pandemic and other outbreaks of epidemic and pandemic diseases and governmental responses thereto could materially and adversely affect our business, financial condition, and results of operations.

Since the beginning of the calendar year 2020, the outbreak of COVID-19 has resulted in numerous actions taken by governments and governmental agencies in an attempt to mitigate the spread of the virus, including travel bans, quarantines, and other emergency public health measures and a number of countries implemented lockdown measures. These measures resulted in a significant reduction in global economic activity and extreme volatility in the global financial markets. While many of these measures have since been relaxed, we cannot predict whether and to what degree such measures will be reinstituted in the event of any resurgence in the COVID-19 virus, any of its variants or any other outbreaks of epidemic or pandemic disease. If the COVID-19 pandemic continues on a prolonged basis or becomes more severe, the adverse impact on the global economy may cause the charter rate and freight rate environment for tanker vessels to deteriorate and negatively impact our operations and cash flows. Relatively weak global economic conditions during periods of volatility have and may continue to have a number of adverse consequences for tanker and other shipping sectors, including, among other things:

- low charter rates, particularly for vessels employed on short-term time charters or in the spot market;
- decreases in the market value of tanker vessels and limited second-hand market for the sale of vessels;
- reduction of global demand for oil and oil products;
- limited financing for vessels;
- loan covenant defaults; and
- declaration of bankruptcy by certain vessel operators, vessel owners, shipyards and charterers.

The COVID-19 pandemic and measures to contain its spread negatively impacted the regional and global economies and trade patterns in markets in which we operate, the way we operate our business, and the businesses of our charterers and suppliers. These negative impacts are unpredictable and could continue or worsen, even after the pandemic itself diminishes or ends. The global economic uncertainty and volatility in the global markets may also restrict our access to capital and liquidity on acceptable terms.

Measures against COVID-19 in a number of countries have previously restricted crew rotations on vessels in our Hafnia Fleet. We experienced, and may as a result of any reemergence of COVID-19 or any of its variants, or the emergence of other epidemic and pandemic diseases, continue to experience, disruptions to our normal vessel operations caused by increased deviation time associated with positioning vessels to countries in which we can undertake a crew rotation in compliance with such measures. We may experience increased expenses due to days in which our Hafnia Vessels and TC Vessels are unable to earn revenue in order to deviate to certain ports on which we would ordinarily not call during a typical voyage. We incurred, and may continue to incur, additional expenses associated with testing, personal protective equipment, quarantines, and travel expenses such as airfare costs in order to perform crew rotations in the current environment. Delays in crew rotations also caused us to incur additional costs related to crew bonuses paid to retain the existing crew members on board and may continue to do so.

The long-term impacts of the COVID-19 pandemic and the measures taken by world governments during the pandemic such as provision of financial support to citizens and companies and lockdowns and other

restrictions on business and personal activity are unclear and may have a negative impact on our business if, for example, the economies and budgetary resources of certain governments are impacted in the long-term or the relationship between governments and their citizens are negatively impacted.

Several of the risk factors in this "*Item 3. Key Information – D. Risk Factors*" contain specific examples of the potential and current adverse consequences the COVID-19 or other epidemic or pandemic diseases may have for us. In general, our operations may be hindered or delayed, and operational performance may be reduced for a number of reasons, which may result in delays, additional costs and liabilities. Further, our operating and voyage expenses may increase due to, e.g., increased crew costs and health/safety arrangements or increased bunker fuel prices. As at December 31, 2023 approximately 86% of the vessels in our Hafnia Fleet operate in the spot market where income margins are particularly sensitive to fluctuations in voyage expenses and therefore our TCE income may be materially and adversely affected by such fluctuations in voyage expenses. Our strategy implementation and investment opportunities may also be materially affected by the resurgence of COVID-19 and governmental measures regarding COVID-19 or any other pandemic or endemic diseases.

Acts of piracy or other attacks on ocean-going vessels could adversely affect our business.

We have operations in high-risk areas where we are exposed to the risk of piracy and other types of attacks. Acts of piracy and other types of attacks on ocean-going vessels have increased in recent years, which could adversely affect our business. Acts of piracy have historically affected ocean-going vessels and at present, most piracy and armed robbery incidents affect vessels trading in regions of the world such as Somalia, the South China Sea, the Indian Ocean, the Gulf of Guinea, the Gulf of Aden, the Celebes Sea, and the Sulu Sea. Incidents of piracy have also been reported in many parts of Asia. Political turmoil in the Middle East region may lead to collateral damages in the waters off Yemen as well as in the Gulf of Oman or Arabian Gulf. Sea piracy incidents continue to occur, with dry bulk vessels and tankers particularly vulnerable to such attacks. There have been attempted attacks on vessels in our Combined Fleet in the past and there can be no assurance that we will not be victim to future attacks on our Combined Fleet when operating in high-risk areas. Any such attacks on Hafnia Vessels or JV Vessels may result in material damage to the vessels or harm to our crew members and may cause increased insurance premiums, increased operating costs due to increased security arrangements and unexpected and costly delays and increased crew costs to compensate the crew for the increased risk. Any of the forementioned consequences could have a material adverse effect on our operation and business.

If piracy attacks occur in regions in which our Hafnia Vessels and JV Vessels are employed being characterised by insurers as "war risk" zones or Joint War Committee "war and strikes" listed areas, premiums payable for such coverage could increase significantly and such insurance coverage may be more difficult to obtain. In addition, crew and security equipment costs, including costs which may be incurred to the extent we employ onboard security guards, could increase in such circumstances. We may not be adequately insured to cover losses from these incidents, which could have a material adverse effect on us. In addition, detention or hijacking as a result of an act of piracy against our Hafnia Vessels or JV Vessels, or increases in cost associated with seeking to avoid such events (including increased bunker costs resulting from vessels being rerouted or travelling at increased speeds as recommended by applicable best management practices), or unavailability of insurance for our Hafnia Vessels or JV Vessels, could have a material adverse impact on our business, results of operations, ability to pay dividends, cash flows and financial condition and may result in loss of revenues, increased costs and decreased cash flows to our customers, which could impair their ability to make payments to us under our charters.

An increase in frequency salvage operations, including immigrant salvage operations in the Mediterranean, could adversely affect our business.

In recent years, the number of immigrants attempting to cross the Mediterranean from North Africa to Europe in unseaworthy vessels has increased significantly. Many of the vessels are in such a poor condition that they capsize and sink, incur engine problems, or are otherwise incapacitated enroute to Europe. As a result, commercial vessels may, if witnessing an immigrant vessel in distress, deviate from the task and course and conduct a salvage operation. Such salvage operation may prove costly in terms of time and resources spent and can thus prove a substantial cost for the commercial vessel and may pose risks to the safety of the crew, vessel, and cargo. If we are not able to mitigate this potential exposure, and depending on the number of such salvage operations which must be carried out in the future, this could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

The smuggling of drugs or other contraband onto vessels in our Combined Fleet may lead to governmental claims against us.

We expect that vessels in our Combined Fleet will call in ports where smugglers attempt to hide drugs and other contraband on the vessels, with or without the knowledge of crew members. To the extent a vessel is found with contraband, whether inside or attached to the hull of the vessel and whether with or without the knowledge of any of our crew, we may face reputational damage and governmental or other regulatory claims which could have a material adverse effect on our business, financial condition, cash flows and results of operations.

We may be exposed to fraudulent behaviour, which may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

The risk of fraud is inherent in all industries and is not specific to the shipping industry. However, the shipping industry has historically experienced an increased risk of fraud and fraudulent behaviour. Potential fraud risks include purposeful manipulation and misrepresentation of financial statements, misappropriation of tangible assets, intangible assets and proprietary business opportunities, corruption including bribery and kickbacks as well as cyberattacks. Additionally, we are exposed to the risk of misrepresentations relating to the cargo we carry and/or other trade documentation, including the risk of fraud in relation to the origin of cargo we carry. If we are exposed to fraud relating to the origin of cargo, we could risk being in breach of applicable sanctions, which could have a significant and highly material negative impact on our business and financial condition.

We have established a system of internal controls to prevent and detect fraud and fraudulent behaviour, consisting of segregation of duties, authorizations for trading, purchase and approval, codes of ethics and conduct, close monitoring of our financial position and a whistleblower facility.

There can be no assurance that our fraud prevention measures are sufficient to prevent or mitigate our exposure to fraud or fraudulent behaviour in the future, and any such behaviour can have a material adverse effect on our future performance, results of operations, cash flows and financial position.

If we, including the Pools, cannot meet our customers' quality and compliance requirements, we may not be able to operate the vessels in our Combined Fleet profitably, which could have an adverse effect on our future performance, results of operations, cash flows and financial position.

Customers, in particular those in the oil industry, have an increasingly high focus on quality and compliance standards with their suppliers across the entire value chain, including the shipping and transportation segment. Our, and Pools', continuous compliance with these standards and quality requirements is vital for our operations. Related risks could materialise in multiple ways, including a sudden and unexpected breach in quality and/or compliance concerning one or more vessels, or a continuous decrease in the quality concerning one or more vessels occurring over time. Moreover, continuous increasing requirements from oil industry constituents can further complicate our ability to meet the standards. Any noncompliance by us, or Pools, either suddenly or over a period of time, on one or more vessels, or an increase in requirements by oil operators above and beyond what we deliver, may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Fluctuations in exchange rates and non-convertibility of currencies could result in financial losses to us.

Our operations are international, and we generate almost all revenues and incur the majority of our expenses in U.S. dollars. However, we are exposed to fluctuations in foreign exchange rates due to parts of our revenues being received and operating expenses paid in currencies other than U.S. dollars. Thus, our exchange rate risk is related to cash flows not denominated in U.S. dollars. The primary risk relates to transactions denominated in DKK, EUR, Indian rupee, SGD, or other major currencies, which relate to administrative and operating expenses as well as expenses in local currencies when vessels in our Combined Fleet are in port. We may experience currency exchange losses if we have not fully hedged our exposure to a foreign currency. Changes in exchange rates could have an adverse impact on our future performance, results of operations, cash flows and financial position.

Increased requirements relating to the fuel used by vessels may require us to retrofit our Hafnia Vessels and JV Vessels and may cause us to incur significant costs.

Since January 1, 2020, the IMO requires vessels to comply with low sulphur fuel oil requirements, which imposes a limit for the sulphur content of vessels' fuel oil of 0.5% m/m (mass by mass) in fuel used on board the vessels. The interpretation of "fuel oil used on board" includes use in main engines, auxiliary engines, and

boilers. Shipowners may comply with this regulation by (i) using 0.5% sulphur fuels on board, which is available around the world but may entail a higher cost due to increased market demand; (ii) installing exhaust gas cleaning systems, known as scrubbers, for cleaning of the exhaust gas; or (iii) by retrofitting vessels to be powered by liquefied natural gas or other alternative fuel sources, which may not be a viable option for shipowners due to the lack of supply network and high costs involved in this process. In addition to the general 0.5% requirement, certain areas (so-called Emission Control Areas) have been designated in which stricter requirements apply, including for certain areas a limit of 0.1% sulphur content of the fuel used. The cost of compliance with these regulatory changes may be significant and may have a material adverse effect on our future performance, results of operations, cash flows and financial position. In addition, a widening of the spread between the prices of high sulphur fuel and low sulphur fuel may lead to a decrease in the economic viability of older vessels that lack fuel efficiency and a reduction of useful lives for these vessels.

Scrubbers enable ships to use high sulphur fuel oil, which is less expensive than low sulphur fuel oil, in certain parts of the world. For our Hafnia Vessels and JV Vessels that have not been retrofitted with scrubbers, we are complying with current IMO standards by using compliant bunkers and fuels.

In addition to the abovementioned IMO requirements regarding sulphur contents of fuel used by vessels, we may be or become subject to additional requirements in the future relating to the type and/or quality of fuel used by vessels in our Hafnia Fleet. For example, the IMO has adopted a ban on the use and carriage for use of heavy fuel oil in the Arctic region applicable on and after July 1, 2023, and on July 25, 2023, the European Union Council adopted Regulation (EU) 2023/1805 of the European Parliament and of the Council of September 13, 2023 on the use of renewable and low-carbon fuels in maritime transport, and amending Directive 2009/15/EC (the "FuelEU Maritime Regulation"). The requirements in the FuelEU Maritime Regulation will apply from January 1, 2025 with certain rules applying from August 31, 2024. The regulation sets greenhouse gas emission intensity requirements for energy used on board certain ships trading in the EU. The regulation will apply to ships over 5,000 GT and will therefore apply to vessels in our Combined Fleet trading in the EU/EEA region. The requirements under FuelEU Maritime will apply to 100% of energy used on voyages and port calls within EU/EEA and on 50% of energy used on voyages into or out of EU/EEA and includes measures to ensure that the greenhouse gas emission intensity of fuels used by the shipping sector will gradually decrease. This regulation, as well as other future rules, regulations, and requirements relating to the types of fuel and quality of fuel used by vessels in our Combined Fleet may impact our business, lead to additional costs, and affect our results of operations.

We are subject to complex laws and regulations, including environmental laws and regulations, that can increase our liability and adversely affect our business, results of operations, cash flows and financial condition, and our available cash.

Our operations are affected by extensive and changing international conventions and treaties, national, state and local laws and national and international regulations governing environmental matters, climate change, and the global transition towards low-carbon or carbon-neutral solutions. Such regulatory measures may include, for example, the adoption of sulphur caps, trade regimes (emission trading), carbon taxes, increased efficiency standards, incentives or mandates for renewable energy, and liability for pollution or other environmental hazards. Regulatory measures relating to the environment and climate change may significantly impact the ownership and operation of our Hafnia Vessels and JV Vessels and compliance with such regulatory measures may be expensive and any noncompliance may have an adverse effect on our results of operations.

One area in which our operations are affected by regulatory requirements in environmental regulations is the IMO's requirements relating to the Energy Efficiency Existing Ship Index ("EEXI"), the Ship Energy Efficiency Management Plan ("SEEMP") and the operational carbon intensity reduction requirements based on the Carbon Intensity Indicator ("CII") which could require our Combined Fleet to slow down, if efficiency improvements or transitions to alternative fuels together are not enough to reduce greenhouse gas emissions sufficiently, thus impacting our expected business and competitive advantage. See "*Item 4. Information on the Company – B. Business Overview – Environmental and Other Regulations in the Shipping Industry*" for additional information about our compliance with EEXI, SEEMP, and CII.

Another area in which our operations are affected in relation to emission trading schemes including the EU Emissions Trading System ("EU ETS"). Under the EU ETS, we are required to surrender emission allowances corresponding to a certain amount of our emissions for voyages between EU/EEA ports or to/from EU/EEA ports. The EU ETS became applicable to maritime transportation from January 1, 2024 and there are therefore still significant uncertainties relating to the best and most efficient method for owners, operators, and managers of vessels to ensure

their compliance with EU ETS. Noncompliance with the EU ETS or a failure to deal with EU ETS obligations properly and efficiently in our contractual arrangements could have material adverse consequences for our business, results of operations, future performance, and financial condition. Additionally, there is uncertainty about the future pricing of EU Allowances (EUAs) which we will have to surrender under the EU ETS. There is a risk that the price of EUAs may be driven up due to factors such as restricted supply, increased demand and the impact of speculative trading. It is likely that other jurisdictions will introduce further emissions taxation applicable to our industry. We cannot accurately predict the consequences of such potential future taxation; however, such taxation is likely to have a negative effect on our results of operations.

Compliance with current and future legal and regulatory requirements relating to safety and environmental impact and climate change as well as requirements relating to the speed and consumption of vessels could increase the cost of operating and maintaining our Hafnia Vessels and JV Vessels, require us to make changes to our business model, require us to accelerate the building of new vessels and increase the construction costs therefor, require us to install new technology, equipment and installations on new and existing vessels, require reductions in cargo capacity, ship modifications or operational changes or restrictions, lead to impairment charges, negatively affect the resale value of our Hafnia Vessels and JV Vessels, could force us to retire older vessels earlier than expected, could lead to decreased availability of insurance coverage for environmental matters, could result in denial of access to certain jurisdiction waters or ports or detention in certain ports. If these outcomes were to occur, our business, results of operations, cash flows and financial condition could be adversely affected. We may also incur additional costs in order to comply with other existing and future regulatory obligations, including, but not limited to, costs relating to air emissions including greenhouse gases, the management of ballast and bilge waters, maintenance and inspection, elimination of tin-based paint, development and implementation of emergency procedures and insurance coverage or other financial assurance of our ability to address pollution incidents. A failure to comply with applicable laws and regulations may result in administrative and civil penalties, criminal sanctions or the suspension or termination of our operations.

In addition, many environmental requirements under local, national and foreign laws, conventions and regulations are designed to reduce the risk of pollution, such as from oil spills, and our compliance with these requirements could be costly as we could become subject to material liabilities, including clean-up obligations and natural resources damages liability if there is a release of hazardous materials from our Hafnia Vessels or JV Vessels or otherwise in connection with our operations. Further, we are required to satisfy insurance and financial responsibility requirements for potential oil (including marine fuel) spills and other pollution incidents. To comply with these and other regulations, including: (i) the sulphur emission requirements of Annex VI of the International Convention for the Prevention of Pollution from Ships 1973, as modified by the protocol of 1978 relating thereto (collectively, "MARPOL"), which instituted a global sulphur cap on marine fuel consumed by a vessel, unless the vessel is equipped with a scrubber, (ii) IMO's International Convention for the Control and Management of Ships' Ballast Water and Sediments, which requires vessels to install ballast water treatment systems, and (iii) the U.S. 2013 Vessel General Permit ("VGP") program, the U.S. National Invasive Species Act, the U.S. Vessel Incidental Discharge Act ("VIDA") and future U.S. standards for ballast discharges, we may be required to incur additional costs to meet new maintenance and inspection requirements, develop contingency plans for potential spills, and obtain additional insurance coverage. Additionally, we may be required to incur costs related to repair and replacement of ballast water treatment systems and scrubbers installed on our Hafnia Vessels during the vessels' lifetimes. Future investments in ballast water treatment systems and scrubbers as well as new regulation regarding ballast water treatment systems could have an adverse material impact on our business, financial condition, and results of operations depending on the ability to install effective ballast water treatment systems and the extent to which existing vessels must be modified to accommodate such systems. See "*Item 4. Information on the Company – B. Business Overview – Environmental and Other Regulations in the Shipping Industry*" for more information on the regulations applicable to us in relation to ballast water management.

Environmental laws often impose strict liability for remediation of spills and releases of oil and hazardous substances, which could subject us to liability without regard to whether we were negligent or at fault. We could also become subject to personal injury or property damage claims relating to the release of hazardous substances associated with our existing or historic operations. Violations of, or liabilities under, environmental requirements can result in substantial penalties, fines, and other sanctions, including, in certain instances, seizure or detention of a vessel in our Combined Fleet, and could harm our reputation with current or potential charterers of the vessels in our Combined Fleet. Although we have arranged insurance to cover certain environmental risks, there can be no assurance that such insurance will be sufficient to cover all such risks or that any claims will not have

a material adverse effect on our business, results of operations, cash flows and financial condition and available cash. Additionally, pressure from governments, investors, lenders, and other market participants to voluntarily participate in 'green' shipping initiatives could cause us to incur significant additional expenses.

Notwithstanding the measures already taken by us to comply with applicable regulation and standards, additional conventions, laws and regulations may be adopted that could limit our ability to do business or increase the cost of doing business and which may materially and adversely affect our operations. Additionally, evolving demands for stronger protection of environment, evolving laws, and regulations, and evolving decarbonization policies may have a significant impact on our Hafnia Vessels' and JV Vessels' useful lives and residual values and the valuation of our Hafnia Vessels, and also could have an adverse impact on our future performance, revenue and financial condition. We continue to monitor and assess the potential impact of such developments on our operation and financial performance.

See "*Item 4. Information on the Company – B. Business Overview – Environmental and Other Regulations in the Shipping Industry*" for a discussion of the environmental and other regulations applicable to us.

Developments in safety and environmental requirements relating to the recycling of vessels may result in escalated and unexpected costs.

The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (the "Hong Kong Convention") aims to ensure that when vessels are being recycled at the end of their operational lives, they do not pose any unnecessary risks to the environment, human health and safety. The ratification conditions for the Hong Kong Convention were met on June 26, 2023, and the Hong Kong Convention will enter into force on June 26, 2025. Upon the Hong Kong Convention's entry into force, each vessel sent for recycling will have to carry an inventory of its hazardous materials, ship recycling facilities authorised by the competent authorities must provide a ship recycling plan specific for each vessel to be recycled, and governments will be required to ensure that recycling facilities under their jurisdiction comply with the Hong Kong Convention. The hazardous materials, whose use or installation are prohibited in certain circumstances, are listed in an appendix to the Hong Kong Convention. Vessels will be required to have surveys to verify their inventory of hazardous materials initially, throughout their lives and prior to being recycled.

On November 20, 2013, the European Parliament and the Council of the EU adopted the Ship Recycling Regulation, which retains the requirements of the Hong Kong Convention and requires that certain commercial seagoing vessels flying the flag of an EU member state may be recycled only in facilities included on the European list of permitted ship recycling facilities. According to the EU Ship Recycling Regulation, any EU-flagged vessel and any non-EU flagged vessel calling at port or anchorage of an EU member state is required to set up and maintain an inventory of hazardous materials. Such a system includes information on the hazardous materials with a quantity above the threshold values specified in relevant EU regulations and that are identified in ship's structure and equipment. This inventory should be properly maintained and updated, especially after repairs, conversions or unscheduled maintenance on board the ship.

Although we have not previously recycled vessels, these regulatory requirements may impact our business and our operations in the future and may have an impact on any recycling of vessels we will perform in the future. Additionally, these requirements may require us take certain contractual steps when selling older vessels to ensure that our buyers are also in compliance with the relevant regulations. The increased requirements regarding ship recycling under the EU Ship Recycling Regulation and the Hong Kong Convention may lead to cost escalation by shipyards, repair yards and recycling yards. This may then result in a decrease in the residual recycling value of a vessel, which could potentially not cover the cost to comply with the latest requirements, which may have an adverse effect on our future performance, results of operations, cash flows and financial position. For additional information regarding such regulatory requirements, see "*Item 4. Information on the Company – B. Business Overview – Environmental and Other Regulations in the Shipping Industry – Waste Management and Ship Recycling*."

Increased inspection procedures could increase costs and disrupt our business.

International shipping is subject to various security and customs inspection and related procedures in countries of origin and destination and trans-shipment points. Inspection procedures can result in the seizure of the cargo and/or vessels in our Combined Fleet, delays in loading, offloading or delivery and the levying of customs duties, fines or other penalties against us. Under the U.S. Maritime Transportation Security Act of 2002, the U.S. Coast Guard issued regulations requiring the implementation of certain security requirements aboard

vessels operating in waters subject to the jurisdiction of the United States and at certain ports and facilities. These security procedures can result in delays in the loading, offloading or trans-shipment and the levying of customs duties, fines or other penalties against exporters or importers and, in some cases, carriers.

It is possible that changes to inspection procedures could impose additional financial and legal obligations on us. Furthermore, changes to inspection procedures could also impose additional costs and obligations on our customers and may, in certain cases, render the shipment of certain types of cargo uneconomical or impractical. Any such changes or developments may have a material adverse effect on our business, results of operations, cash flows, financial condition and available cash.

Our global operations expose us to global risks, such as political instability, terrorist or other attacks, war, and international hostilities which may affect the tanker industry and adversely affect our business.

We are an international tanker company and conduct our operations globally. Our business, results of operations, cash flows, financial condition and ability to pay dividends, if any, may be adversely affected by changing economic, political and government conditions in the countries and regions where the vessels in our Combined Fleet are employed or registered. Moreover, we operate in a sector of the economy that is likely to be adversely impacted by the effects of political conflicts, including the current political instability in the Middle East and the South China Sea region and other geographic countries and areas, geopolitical events such as terrorist or other attacks (and the threat of future terrorist and other attacks), including the recent attacks on commercial vessels in the Red Sea, war (or threatened war) or international hostilities, such as those between the United States and North Korea, between Russia and Ukraine and between Israel and Hamas. Any of these occurrences, including, but not limited to, war in a country in which a material supplier or customer of ours is located, could have an adverse effect on our business, results of operations and financial condition.

Terrorist attacks, as well as the frequent incidents of terrorism in the Middle East, and the continuing response of the United States and others to these attacks, as well as the threat of future terrorist attacks around the world, continue to cause uncertainty in the world's financial markets and may affect our business, operating results and financial condition. Continuing war and conflicts and recent developments in Ukraine and the Middle East may lead to additional acts of terrorism and armed conflict around the world, which may contribute to further economic instability in the global financial markets. These uncertainties relating to the global financial markets and the global security situation also have indirect impacts on our business, including, but not limited to, insurers having increased premiums and reduced or restricted coverage for losses caused by terrorist acts generally. These uncertainties could also in the future adversely affect our ability to obtain additional financing on terms commercially acceptable to us or at all, which could have a material adverse effect on our business and financial condition. Additionally, Brexit, or similar events in other jurisdictions, could impact global markets, including foreign exchange and securities markets and any resulting changes in currency exchange rates, tariffs, treaties and other regulatory matters could in turn adversely impact our business and operations.

The war between Russia and Ukraine has had a significant direct and indirect impact on the trade of refined petroleum products. This war has resulted in the United States, United Kingdom, and the European Union, among other countries, implementing sanctions and restrictive measures against certain persons, entities, and activities connected to Russia. Some of these sanctions and measures target the Russian oil sector, including a prohibition on the import of oil and refined petroleum products from Russia to the United States, United Kingdom and the European Union. We cannot foresee what other sanctions or executive orders may arise that affect the trade of petroleum products. Furthermore, the war and ensuing international response has disrupted the supply of Russian oil to the global market, and as a result, the price of oil and petroleum products has risen significantly. We cannot predict what effect the higher price of oil and petroleum products will have on demand or what the long-term impact of the war between Ukraine and Russia will be. It is possible that the current war in Ukraine could adversely affect our financial condition, results of operations, cash flows, financial position and future performance.

Governments may turn and have in the past turned to trade barriers to protect or revive their domestic industries against foreign imports. Trade barriers and other measures restricting import and export may affect the demand for shipping and uncertainties relating to trade barriers and other measures restricting import and export may adversely affect our business and financial condition and may affect our ability to obtain additional financing on terms acceptable to us or at all. In particular, in recent years, leaders in the United States and China have implemented certain increasingly protective trade measures, including tariffs, which have been somewhat mitigated by the trade deal between the United States and China in 2020. Protectionist developments, or the

perception that they may occur, may have a material adverse effect on global economic conditions, and may significantly reduce global trade. Moreover, increasing trade protectionism may cause an increase in (a) the cost of goods exported from regions globally, (b) the length of time required to transport goods and (c) the risks associated with exporting goods. Such increases may significantly affect the quantity of goods to be shipped, shipping time schedules, voyage expenses and other associated costs, which could have an adverse impact on our charterers' business, operating results and financial condition and could thereby affect their ability to make timely charter hire payments to us and to renew and increase the number of their charters with us. This could have a material adverse effect on our business, results of operations or financial condition.

In the past, political instability has also resulted in attacks on vessels, mining of waterways and other efforts to disrupt international shipping, particularly in the Arabian Gulf region and most recently in the Black Sea in connection with the war between Russia and Ukraine and in the Red Sea in connection with the conflict between Israel and Hamas. Acts of terrorism and piracy have also affected vessels trading in regions such as the South China Sea, the Gulf of Guinea off the coast of West Africa and the Gulf of Aden off the coast of Somalia. Any of these occurrences could have a material adverse effect on our business, financial condition, cash flows, and results of operations.

Disruptions to shipping in the Red Sea in connection with the conflict between Israel and Hamas could have a negative effect on our operations, business, cash flows, financial condition, and results of operation.

Recently, the shipping industry has been impacted by disruptions in the Red Sea due to Houthi forces based in Yemen attacking vessels transiting the Red Sea in connection with the conflict between Israel and Hamas. While the disruption in the tanker segment was initially limited, the effects have increased particularly since December 2023. We continuously review the situation in the Red Sea and, as at the time of this Registration Statement, expect to direct our vessels to go around the Cape of Good Hope for as long as the disruptions to shipping in the Red Sea continue at the current level.

Our Hafnia Vessels and JV Vessels have in the past frequently passed through the Red Sea and the Suez Canal, and if they are in the future directed to transit the Red Sea, there is a risk that they could be subject to attacks. Any such attack may result in material damage to the vessel or harm to our crew members and may additionally cause increased insurance premiums and increased operating costs due to increased security arrangements and unexpected and costly delays and increased crew costs to compensate the crew for the increased risk. Additionally, it may become impossible to obtain adequate insurance coverage at an acceptable price or at all. Furthermore, our crew members may refuse to complete a planned transit of the Red Sea which could lead to costly delays. Any of the forementioned consequences could have a material adverse effect on our operation and business.

If we choose to not direct the vessels in our Combined Fleet through the Red Sea, they will typically instead transit around the Cape of Good Hope. This voyage is longer and therefore increases the cost of the voyage. While we can currently pass on most of these costs to charterers, there can be no assurance that we will continue to be able to do so. If we cannot pass on the cost of the longer voyage to charterers, our cash flows, results of operation and financial condition could be adversely impacted. When the vessels in our Combined Fleet are directed to go around the Cape of Good Hope, they are employed on voyages which take up capacity. Additionally, if other vessel operators direct their vessels to transit the Red Sea and Suez Canal while we direct our vessels to go around the Cape of Good Hope, our competitiveness may be negatively impacted as our competitors may be able to offer shorter voyages and better rates. Our reduced capacity and/or our reduced competitiveness may negatively impact our cash flows, results of operation and financial condition.

We cannot accurately assess or estimate what impact the situation in the Red Sea could have on our operations and financial condition in the medium to long term.

If vessels in our Combined Fleet call on ports located in countries or territories that are subject to sanctions or embargoes imposed by the United States, the European Union, the United Kingdom, or other governments, it could result in monetary fines or other penalties imposed on us and may adversely affect our reputation and the market for our securities.

Our Hafnia Vessels and JV Vessels have not in violation of applicable sanctions laws or embargo laws called ports located in countries or territories subject to country-wide or territory-wide comprehensive sanctions and/or embargoes imposed by the U.S. government, the European Union, the United Kingdom or other

authorities ("Sanctioned Jurisdictions"). We endeavour to take precautions reasonably designed to mitigate the risk of any such occurrences, but it is possible that, in the future, vessels in our Combined Fleet may carry cargo from or call on ports in Sanctioned Jurisdictions on charterers' instructions with or without our consent. If any such activities result in a violation of applicable sanctions or embargo laws, we could be subject to monetary fines, civil or criminal penalties, or other sanctions, and our reputation and the market for our common shares could be adversely affected. Even though we take precautions reasonably designed to mitigate such activities, such as Enhanced Corporate Due Diligence and Know Your Customer ("KYC") procedures for counterparty onboarding, recurrent screening, and including relevant provisions in charter agreements forbidding the use of vessels in our Combined Fleet in trade that would violate sanctions laws or embargo laws, there can be no assurance that we will maintain such compliance, particularly as the scope of certain sanctions laws and embargo laws may be unclear and may be subject to changing interpretations.

Certain sanctions, for example U.S. sanctions, exist under a strict liability regime. This means that for a party to be liable under the sanctions, it is not a requirement that the party needed to know they were violating sanctions or that they intended to violate sanctions. We could be subject to monetary fines, civil or commercial penalties or other sanctions for violating applicable sanctions or embargo laws even in circumstances where our conduct or the conduct of one of our charterers was inconsistent with our sanctions-related policies, unintentional, or inadvertent.

The laws and regulations of the jurisdictions in which we operate or whose laws and regulations are otherwise applicable to us vary in their application and do not all apply to the same covered persons or proscribe the same activities. In addition, the sanctions and embargo laws and regulations of each jurisdiction may be amended to increase or reduce the restrictions they impose over time, and the lists of persons and entities designated under these laws and regulations are amended frequently. Moreover, most sanctions regimes provide that entities owned or controlled by the persons or entities designated in such lists are also subject to sanctions. The United States and European Union have enacted new sanctions programs in recent years. Additional countries or territories, as well as additional persons or entities within or affiliated with those countries or territories, have been (and in the future may be) the target of sanctions. Furthermore, the United States has increased its focus on sanctions enforcement with respect to the shipping sector. Current or future counterparties of ours may be affiliated with persons or entities that are or may be in the future the subject of sanctions imposed by the United States, the EU, and/or other international bodies. In particular, the ongoing war between Russia and Ukraine could result in the imposition of further economic sanctions by the United States and the European Union against Russia. If we determine that such sanctions require us to terminate existing or future contracts to which we or our subsidiaries are party or if we are found to be in violation of such applicable sanctions, our results of operations may be adversely affected or we may suffer reputational harm. As at the date of this Registration Statement, to the best of our knowledge, we do not believe that any of our existing counterparties are affiliated with persons or entities that are subject to such sanctions.

As a result of Russia's actions in Ukraine, the United States, European Union and United Kingdom and other governments have imposed significant sanctions on persons and entities associated with Russia and Belarus, as well as comprehensive sanctions on certain areas within the Donbas and Luhansk regions of Ukraine, and such sanctions apply to entities owned or controlled by such designated persons or entities. These sanctions adversely affect our ability to operate in the region and also restrict parties whose cargo we may carry. Sanctions against Russia have also placed significant prohibitions on the maritime transportation of seaborne Russian oil, the importation of certain Russian energy products and other goods, and new investments in the Russian Federation. These sanctions further limit the scope of permissible operations and cargo we may carry. These sanctions, and any future sanctions whether related to the Ukraine-Russia war or otherwise, may have an adverse impact on our business and in a worst-case scenario, our ability to trade with certain countries, including entities and individuals linked to such countries, may be severely restricted. The EU and the United States have prohibited a variety of specified services related to the maritime transport of Russian Federation origin crude oil and petroleum products, including trading/commodities brokering, financing, shipping, insurance (including reinsurance and protection and indemnity), flagging, and customs brokering. These prohibitions took effect on December 5, 2022 with respect to the maritime transport of crude oil and took effect on February 5, 2023 with respect to the maritime transport of other petroleum products. An exception exists to permit such services when the price of the seaborne Russian oil does not exceed the relevant price cap; but implementation of this price exception relies on a recordkeeping and attestation process that allows each party in the supply chain of seaborne

Russian oil to demonstrate or confirm that oil has been purchased at or below the price cap. Violations of the price cap policy or the risk that information, documentation, or attestations provided by parties in the supply chain are later determined to be false may pose additional risks adversely affecting our business.

Although we believe that we have been and are in compliance with all applicable sanctions and embargo laws and regulations, and intend to maintain such compliance, there can be no assurance that we will be in compliance in the future, particularly as the scope of certain laws may be unclear and may be subject to changing interpretations. Any future violation of applicable sanctions and embargo laws and regulations could result in fines, penalties or other sanctions that could severely impact our ability to access U.S. capital markets and conduct our business, and could result in some investors deciding, or being required, to divest their interest, or not to invest, in us. A breach of sanctions, inadvertently or not, could result Hafnia becoming a Specially Designated National ("SDN") under sanctions issued by U.S, EU, UN or other authorities. This, in turn, could in the worst case be terminal for our business.

The risk related to breaches of sanctions laws and embargo laws is particularly prominent to the CTI (defined below) group of companies, as no assurance can be given that the CTI group of companies had sufficient policies and procedures in place to address this risk prior to completion of the CTI Transaction.

In addition, certain institutional investors may have investment policies or restrictions that prevent them from holding securities of companies that have contracts with countries identified by the U.S. government as state sponsors of terrorism. The determination by these investors not to invest in, or to divest from, our securities may adversely affect the price at which our securities trade. Additionally, some investors may decide to divest their interest, or not to invest, in our company simply because we do business with companies that do business in sanctioned countries or territories. Moreover, our charterers may violate applicable sanctions and embargo laws and regulations as a result of actions that do not involve us or the vessels in our Combined Fleet, and those violations could in turn negatively affect our reputation. In addition, our reputation and the market for our securities may be adversely affected if we engage in certain other activities, such as entering into charters with individuals or entities in countries or territories subject to U.S. sanctions and embargo laws that are not controlled by the governments of those countries or territories, or engaging in operations associated with those countries or territories pursuant to contracts with third parties that are unrelated to those countries or territories or entities controlled by their governments. Investor perception of the value of our securities may also be adversely affected by the consequences of war, the effects of terrorism, civil unrest and governmental actions in these and surrounding countries.

We may be subject to litigation that, if not resolved in our favour and not sufficiently insured against, could have a material adverse effect on us.

We and our activities are subject to both Bermuda, Singapore and foreign laws and regulations many of which include legal standards, which are subject to interpretation, and we are party to agreements and transactions, involving matters of assessment of interests of various stakeholders and valuation of assets, liabilities and contractual rights and obligations. Furthermore, we may be subject to the jurisdiction of courts or arbitration tribunals in many different jurisdictions.

Our counterparties and other stakeholders or authorities may dispute our compliance with laws and regulations or contractual undertakings or the assessments made by us in connection with our business and our entry into agreements or transactions. The outcome of any such dispute or legal proceedings is inherently uncertain and may include payment of substantial amounts in legal fees and damages or that a transaction or agreement is deemed invalid or voidable. Such proceedings or decisions could have a material adverse effect on our future performance, results of operations, cashflows and financial position. If cases or proceedings in which we may be involved are determined to our disadvantage, it may result in fines, default under our credit facilities, damages or reputational damage and could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Maritime claimants could arrest or attach vessels in our Combined Fleet, which would have a negative effect on our cash flows.

Crew members, suppliers of goods and services to a vessel, shippers of cargo, lenders, and other parties may be entitled to a maritime lien against a vessel for unsatisfied debts, claims or damages. In many jurisdictions, a maritime lien holder may enforce its lien by arresting or attaching a vessel through judicial or foreclosure

proceedings. The arrest or attachment of one or more of the vessels in our Combined Fleet could interrupt our business, could result in a significant loss of earnings for the related off-hire period, or require us to pay large sums of money to have the arrest lifted, and could therefore have a material negative effect on our cash flows.

In addition, in some jurisdictions, such as South Africa, under the "sister ship" theory of liability, a claimant may arrest both the vessel which is subject to the claimant's maritime lien and any "associated" vessel, which is any vessel owned or controlled by the same owner. As such, claimants could try to assert "sister ship" liability against one vessel in our Combined Fleet for claims relating to another of our ships.

Governments could requisition vessels in our Combined Fleet during a period of war or emergency, which may negatively impact our business, financial condition, cash flows, results of operations, available cash and ability to pay dividends.

A government could requisition one or more of the vessels in our Combined Fleet for title or hire. Requisition for title occurs when a government takes control of a vessel and becomes the owner. Requisition for hire occurs when a government takes control of a vessel and effectively becomes the charterer at dictated charter rates. Generally, requisitions occur during a period of war or emergency. Government requisition of one or more of the vessels in our Combined Fleet may negatively impact our business, financial condition, cash flows, results of operations, available cash and ability to pay dividends.

Technological innovation could lower our vessel utilization, reduce our charter rates and/or reduce the value of our Hafnia Vessels and JV Vessels.

The charter rates and the value and operational life of a vessel are determined by a number of factors including the vessel's efficiency, operational flexibility and physical life. Efficiency includes speed, fuel economy and the ability to load and discharge cargo quickly. Flexibility includes the ability to enter harbours, utilise related docking facilities and pass through canals and straits. The length of a vessel's physical life is related to its original design and construction, its maintenance and the impact of the stress of operations. We may face competition from companies with more modern vessels with more fuel efficient designs than the vessels in our Hafnia Fleet, and if new tankers are built that are more efficient or more flexible or have longer physical lives than the current generation vessels, competition from the current vessels and any more technologically advanced vessels could adversely affect our vessel utilization, charter rates we can receive for the vessels in our Combined Fleet and the resale value of our Hafnia Vessels and JV Vessels could significantly decrease. Similarly, if technologically advanced vessels are needed to comply with environmental laws, the investment in which along with the foregoing factors could have a material adverse effect on our results of operations, charter hire payments and resale value of vessels. As a result, our available cash could be adversely affected.

Global climate change may increase the frequency and severity of weather events and the losses resulting therefrom, which could have a material adverse effect on the economies in the markets in which we operate or plan to operate in the future and therefore on our business.

Over the past several years, changing weather patterns and climatic conditions, such as global warming, have added to the unpredictability and frequency of natural disasters in certain parts of the world, including the markets in which we operate and intend to operate, and have created additional uncertainty to future trends. There is a growing consensus today that climate change increases the frequency and severity of extreme weather events and, in recent years, the frequency of major weather events appears to have increased. We cannot predict whether or to what extent damage that may be caused by natural events, such as severe tropical storms, hurricanes, cyclones and typhoons will affect our operations or the economies in our current or future market areas, but the increased frequency and severity of such weather events could increase the negative impact on economic conditions in these regions and affect our ability to transport oil or chemical cargoes. In particular, if one of the regions in which vessels in our Combined Fleet and other vessels we may acquire in the future are operating is impacted by such a natural catastrophe in the future, it could have a material adverse effect on our business, financial condition and results of operations. Further, the economies of such impacted areas may require significant time to recover and there is no assurance that a full recovery will occur.

Increasing scrutiny and changing expectations from investors, lenders, regulators, and other market participants with respect to our Environmental, Social and Governance ("ESG") policies may impose additional costs on us or expose us to additional risks.

Companies across all industries are facing increasing scrutiny relating to their ESG policies. Investor advocacy groups, certain institutional investors, investment funds, lenders and other market participants are

increasingly focused on ESG practices especially as they relate to the environment health and safety, diversity, labour conditions and human rights in recent years, and have placed increasing importance on the implications and social cost of their investments. The increased attention and activism related to ESG and similar matters may hinder our access to capital, as investors and lenders may decide to reallocate capital or to not commit capital as a result of their assessment of our ESG practices. Failure to adapt to or comply with evolving investor, lender or other industry shareholder expectations and standards, or the perception of not responding appropriately to the growing concern for ESG issues, regardless of whether there is a legal requirement to do so, may damage our reputation or the market price of our common shares, resulting in direct or indirect material and adverse effects on our business and financial condition.

In February 2021, the Acting Chair of the Securities and Exchange Commission (the "SEC") issued a statement directing the Division of Corporation Finance to enhance its focus on climate-related disclosure in public company filings. In March 2021, the SEC announced the creation of a Climate and ESG Task Force in the Division of Enforcement (the "Task Force"). The Task Force's goal is to develop initiatives to proactively identify ESG-related misconduct consistent with increased investor reliance on climate and ESG-related disclosure and investment. To implement the Task Force's purpose, the SEC has taken several enforcement actions, with the first enforcement action taking place in May 2022, and promulgated new rules. On March 21, 2022, the SEC proposed that all public companies are to include extensive climate-related information in their SEC filings. On May 25, 2022, the SEC proposed a second set of rules aiming to curb the practice of "greenwashing" (i.e., making unfounded claims about one's ESG efforts) and would add proposed amendments to rules and reporting forms that apply to registered investment companies and advisers, advisers exempt from registration, and business development companies. The proposed rules are not effective as at the date of this Registration Statement.

In the EU, rules and regulations are being developed requiring companies to further report on their corporate sustainability. Among these new rules is the Corporate Sustainability Reporting Directive ("CSRD") which entered into force on January 5, 2023 and which shall be implemented in EU member states no later than July 6, 2024. The CSRD will require companies to disclose information on what they see as risks and opportunities arising from social and environmental issues and on the impact of their activities on people and the environment. On July 31, 2023, the European Commission adopted the European Sustainability Reporting Standards, which must be used by all companies subject to the CSRD. The first companies will have to comply with the new reporting requirements for the financial years starting January 1, 2024 or later, i.e., in their reports published in 2025. The CSRD will apply to certain EU companies and companies listed on EU stock exchanges, including non-EU companies listed on EU stock exchanges and will in time also apply to certain non-EU companies with EU subsidiaries or branches in EU member states. We may become subject to the requirements in the CSRD as a result of our listing in Norway if Norway, as is expected, implements legislation to align their reporting requirements with EU reporting requirements and/or as a result of our activities through our branches in EU member states. The Norwegian Ministry of Finance has announced an aim to facilitate for CSRD to take effect in Norway at the same time as in the EU, but the exact timing of the Norwegian implementation of CSRD remains to be confirmed. The implementation of CSRD in Norwegian law has not been adopted as at the date of this Registration Statement. In addition to the CSRD, on March 15, 2024, the European Council endorsed revised text on a proposed directive on corporate sustainability due diligence (the "CSDDD") which would require large companies to undertake due diligence on their own activities and that of their suppliers and to identify and prevent, end, or mitigate any actual or potential adverse impacts of their activities on human rights and on the environment. As at the date of this Registration Statement, the CSDDD has not been formally adopted and therefore we cannot assess at this time what, if any, impact this directive will have on our business. Furthermore, we are subject to the EU Taxonomy Regulation which entered into force on July 12, 2020 and which has also been implemented in Norway where we are listed. We expect the EU Taxonomy Regulation will impact us from 2025.

We may have to incur significant additional costs and may have to acquire additional resources to implement, monitor, report, and comply with the wide-ranging ESG requirements we are and may become subject to in the future, including, but not limited to, the above-described SEC and EU requirements. Additionally, compliance with ESG-requirements may take up time for our management and Board of Directors and we cannot predict what influence, if any, this will have on our business, future performance, and financial condition. If we cannot comply with applicable ESG reporting requirements, we may be subject to criminal or civil penalties, our reputation may suffer harm, and our business, results of operations, cash flows, and financial condition may be adversely impacted.

We may in the future face increasing pressures from investors, lenders, and other market participants who are increasingly focused on climate change to prioritise sustainable energy practices, reduce our carbon footprint, and promote sustainability. As a result, we may be required to implement more stringent ESG procedures or standards so our existing and future investors and lenders remain invested in us and make further investments in us, especially given the highly focused and specific trade of in which we are engaged. We may have to increase our resource allocation to comply with more stringent ESG procedures or standards which could increase our costs and capital expenditures. If we do not meet the ESG standards set or expected by investors, lenders, and other market participants, our business and/or our ability to access capital could be adversely impacted.

Certain investors and lenders may exclude oil and oil product transport companies, such as us, from their investing portfolios altogether due to ESG considerations. These limitations in both the debt and equity capital markets may affect our ability to grow as our plans for growth may include accessing the equity and debt capital markets. If those markets are unavailable, or if we are unable to access alternative means of financing on acceptable terms, or at all, we may be unable to implement our business strategy, which would have a material adverse effect on our financial condition and results of operations and impair our ability to service our indebtedness. Members of the investment community are also increasing their focus on ESG disclosures, including disclosures related to greenhouse gases and climate change in the energy industry in particular, and diversity and inclusion initiatives and governance standards among companies more generally. As a result, we may face increasing pressure regarding our ESG disclosures. The occurrence of any of the foregoing could have a material adverse effect on our business and financial condition.

From time to time, in alignment with our sustainability priorities, we may establish and publicly announce goals and commitments in respect of certain ESG items, such as shipping decarbonization. While we may create and publish voluntary disclosures regarding ESG matters from time to time, many of the statements in those voluntary disclosures are based on hypothetical expectations and assumptions that may or may not be representative of current or actual risks or events or forecasts of expected risks or events, including the costs associated therewith. Such expectations and assumptions are necessarily uncertain and may be prone to error or subject to misinterpretation given the long timelines involved and the lack of an established single approach to identifying, measuring and reporting on many ESG matters. If we fail to achieve or improperly report on our progress toward achieving our environmental goals and commitments, the resulting negative publicity could adversely affect our reputation, our business and/or our access to capital.

Finally, certain organizations that provide information to investors on corporate governance and related matters have developed ratings processes for evaluating companies on their approach to ESG matters. Such ratings are used by some investors to inform their investment and voting decisions. Unfavourable ESG ratings and recent activism directed at shifting funding away from companies with fossil fuel-related assets could lead to increased negative investor sentiment toward us and our industry and to the diversion of investment to other, non-fossil fuel markets, which could have a negative impact on our access to and costs of capital.

Potential labour disruptions could interfere with our operations and have an adverse effect on our business.

We are subject to the risk of labour disputes and adverse employee relations, which could disrupt our business operations and adversely affect our business, financial condition and results of operations. As at December 31, 2023, we had 5,040 employees across the world of which 2,304 were seafarers employed on internally managed Hafnia Vessels, and 2,465 were seafarers employed through external technical managers on externally managed Hafnia Vessels. The majority of our seagoing staff is represented by labour unions under collective bargaining agreements in their home countries, which include several jurisdictions. Future labour disputes and/or adverse employee relations may materially affect our operations and reputation. From time to time, we have to negotiate new collective bargaining agreements or renew existing collective bargaining agreements. We believe we will be able to negotiate new collective bargaining agreements and/or renew our collective bargaining agreements in the future; however, there is a risks of potential material labour disputes and disruption of our operations associated with the negotiation and renegotiation of such agreements.

Further, we believe we are in compliance with the International Maritime Labour Convention (“MLC”) regarding seagoing staff, but, given the relative recency of the binding nature of the MLC, the uncertainty around interpretation of the MLC and the local legislation that enacts it in various countries, there are risks associated with ensuring that we are in proper compliance with the MLC. Noncompliance, or alleged noncompliance with the MLC may lead to arrests and penalties in the ports of ratifying states, which could have material adverse effects on our results of operation and reputation.

Compliance with international safety regulations and other vessel requirements verified by classification societies may be costly and noncompliance with such regulations and requirements could adversely affect our business, financial condition, and results of operations.

The operation of the vessels in our Combined Fleet is affected by the requirements in the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (the "ISM Code"), which has been adopted by the IMO and which is mandatory for most vessels under chapter IX of the International Convention for the Safety of Life at Sea of 1974 (as amended, "SOLAS"). The ISM Code provides an international standard for the safe management and operations of ships at sea and requires the party with operational control of a vessel to develop and maintain an extensive "safety management system" that includes, among other things, the adoption of a safety and environmental protection policy setting forth instructions and procedures for safe operation and describing procedures for dealing with emergencies.

The hull and machinery of every commercial vessel must be classed by a classification society authorised by its country of registry. The classification society certifies that a vessel is safe and seaworthy in accordance with the applicable rules and regulations of the country of registry of the vessel and the SOLAS. All our Hafnia Vessels and JV Vessels have been awarded an International Safety Management certification under the ISM Code.

Failure to comply with the ISM Code, including if any vessel does not maintain its class and/or fails any annual survey, intermediate survey or special survey, dependent on the nature and severity of the noncompliance, may result in the noncompliant vessel facing restrictions in trading or being required to be off-hire while the issues are remedied, may subject us to increased liability, may invalidate existing insurance or decrease available insurance coverage for affected vessels and may result in a denial of access to, or detention in, certain ports. Any of such events could materially and adversely affect our business, financial condition, and results of operation. See "*Item 4. Information on the Company – B. Business Overview – Classification Societies*" for more information on our Hafnia Vessels' and JV Vessels' compliance with the ISM Code and classification society requirements.

The U.S. Coast Guard and European Union authorities enforce compliance with the ISM Code and International Ship and Port Facility Security Code (the "ISPS Code") and prohibit noncompliant vessels from trading in U.S. and European Union ports. This could have a material adverse effect on our future performance, results of operations, cash flows and financial position. Additionally, we are required by various governmental and quasi-governmental agencies to obtain certain permits, licenses, certificates, and financial assurances with respect to our operations. If we fail to obtain such permits, licenses, certificates and financial assurances, our business, future performance, results of operations, cash flows and financial position may be adversely affected.

Conventions, laws, and regulations are continually reviewed and often revised and we cannot predict the ultimate cost of complying with such conventions, laws and regulations or the impact thereof on the resale prices or useful lives of our Hafnia Vessels and JV Vessels. Additional conventions, laws, and regulations, including by the IMO, may be adopted which could limit our ability to do business or increase the cost of our doing business and which may materially adversely affect our operations. It is impossible for us to predict what additional regulations, if any, may be introduced and passed by the IMO or other relevant regulatory bodies and what effect, if any, such regulations might have on our business and our operations.

Recent action by the IMO's Maritime Safety Committee and U.S. agencies indicate that cybersecurity regulations for the maritime industry are likely to be further developed in the near future in an attempt to combat cybersecurity threats. By IMO resolution, administrations are encouraged to ensure that cyber-risk management systems are incorporated by ship-owners and managers by their first annual Document of Compliance audit after January 1, 2021. In February 2021, the U.S. Coast Guard published guidance on addressing cyber risks in a vessel's safety management system. This might cause companies to cultivate additional procedures for monitoring cybersecurity, which could require additional expenses and/or capital expenditures. Additionally, in 2023 the European Union adopted their second Network and Information Security directive. This directive, when implemented in the European Union member states, which shall occur before October 17, 2024, may have an impact on our business and may require us to incur additional expenses and take measures in order to cybersecurity and if we are not in compliance with applicable rules, we may be subject to penalties for noncompliance.

See "*Item 4. Information on the Company-B. Business Overview-Environmental and Other Regulations in the Shipping Industry*" for a discussion of the environmental and other regulations applicable to us.

Risks Related to Our Business

Operation and management of a chemical and product tanker fleet involves a high degree of risk.

The operation of ocean-going vessels carries inherent risks. The vessels in our Combined Fleet and their cargoes will be at risk of being damaged or lost because of events such as marine disasters, bad weather, and other acts of God, business interruptions caused by mechanical failures, grounding, fire, explosions and collisions, human error, war, terrorism, piracy and other circumstances or events. Changing economic, regulatory and political conditions in some countries, including political and military conflicts, have from time to time resulted in attacks on vessels, mining of waterways, piracy, terrorism, labour strikes and boycotts. For example, the war between Russia and Ukraine has resulted in missile attacks on commercial vessels in the Black Sea and the conflict between Israel and Hamas has resulted in Houthi forces attacking vessels in the Red Sea. See "— *Risks Related to Our Industry – Disruptions to shipping in the Red Sea in connection with the conflict between Israel and Hamas could have a negative effect on our operations, business, cash flows, financial condition, and results of operation*" above for more information on the disruptions to shipping in the Red Sea. These hazards may result in death or injury to persons, loss of revenues or property, payment of ransoms, environmental damage, higher insurance rates, damage to our customer relationships, market disruptions, and interference with shipping routes (such as delay or rerouting), any of which may reduce our revenue or increase our expenses and also subject us to litigation. Epidemics and other public health incidents may also lead to crew member illness, which can disrupt the operations of the vessels in our Combined Fleet, or to public health measures, which may prevent the vessels in our Combined Fleet from calling on ports or discharging cargo in the affected areas or in other locations after having visited the affected areas. In addition, the operation of tankers has unique operational risks associated with the transportation of oil and chemicals. An oil spill or a chemical spill may cause significant environmental damage, and the associated costs could exceed the insurance coverage available to us. Compared to other types of vessels, tankers are exposed to a higher risk of damage and loss by fire, whether ignited by a terrorist attack, collision, or other cause, due to the high flammability and high volume of the oil transported in tankers.

We are dependent on the operational performance of the vessels in our Hafnia Fleet and may experience operational problems that result in off-hire days for the vessels and, ultimately, reduced revenue and increased operational and maintenance costs. Chemical and product tankers are complex vessels and their operation is technically challenging, meaning that our operations are subject to a variety of risks and problems such as damage to vessels and mechanical failure, including as a result of the inherent risks associated with ocean-going vessels as highlighted above.

We operate our Hafnia Fleet by employing the vessels to our customers. The risks related to the operation of our Hafnia Fleet differ to a certain extent depending on whether we are the registered owner of a vessel or whether we charter in a vessel. As the registered owner of a vessel or the bareboat charterer of a vessel, we will assume responsibility for all functions related to the vessel. If we enter into a voyage charter with a customer for such owned or bareboat chartered vessels, we will be responsible for all voyage expenses and brokerage. If we time charter in a vessel, we will be responsible for certain functions related to the vessel while other functions will remain the responsibility of the owner. We may in circumstances where we charter in a vessel (whether on a bareboat charter or on a time charter) not be able to exercise full control of the availability over the chartered-in vessel, e.g., due to default by the third party from whom the vessel has been chartered-in. In a long-term time charter or bareboat charter arrangement, we are committed throughout the charter period and will not have the liberty to cancel the charter should the market become unfavourable and we may risk a negative impact on reputation, revenue, results of operations and results.

Conversely, if we charter out a vessel, we warrant certain specifications, conditions and performance of the vessels assigned. Should we not be able to meet our obligations, charterers may be entitled to withhold the payment of charter hire, resulting in loss of income and potential contractual liability. Such actions by customers could have a material adverse effect on our business, financial condition, and results of operations.

All chemical and product tanker companies will be exposed to the above risks. However, we own and operate a considerable fleet in both absolute and relative terms. The sizable fleet allows us to benefit from long-term planning and optimization of operational performance, risk management, drydocking and regulatory changes. Regardless, the risks presented could materially and adversely affect our result of operations and business.

If vessels in our Combined Fleet suffer damage, they may need to be repaired at a drydocking facility. The costs of drydock repairs are unpredictable and may be substantial. We may for Hafnia Vessels and JV Vessels have to pay drydocking costs that our insurance does not cover in full. The loss of revenues while vessels are being repaired and repositioned, as well as the actual cost of these repairs, may adversely affect our business and financial condition. In addition, space at drydocking facilities is sometimes limited and not all drydocking facilities are conveniently located. We may be unable to find space at a suitable drydocking facility or our Hafnia Vessels or JV Vessels may be forced to travel to a drydocking facility that is not conveniently located to the vessel's positions. The loss of earnings while these vessels are forced to wait for space or to travel to more distant drydocking facilities may adversely affect our business and financial condition. Further, the total loss of any of the Vessels in our Combined Fleet could harm our reputation as a safe and reliable vessel owner and operator. If we are unable to adequately maintain or safeguard the vessels in our Combined Fleet, we may be unable to prevent any such damage, costs, or loss which could negatively impact our business, financial condition, results of operations and available cash.

Potential delays and cost overruns of newbuilds or other failures by our counterparties under our newbuild contracts in meeting their obligations may result in increased costs, loss of revenue and liquidated damages or could otherwise adversely affect our business.

There is a risk that the newbuilds we have ordered could be subject to cost overruns or delays. We have through the joint venture with Société d'Armement et de Transports SAS (Socatra) ("Socatra") in Ecomar Shipholding SAS (such joint venture, the "Ecomar Joint Venture") contracted to take delivery of four dual-fuel MR newbuilds in 2025 and 2026 from Guangzhou Shipbuilding International Company Limited. We may order additional newbuilds in the future from Chinese shipyards or shipyards in other countries.

Any problems that may affect China in general or the shipyard specifically could lead to delays or cost overruns for all four newbuilds we have ordered and not yet taken delivery of. The COVID-19 pandemic has since its breakout in early 2020 impacted China and the global supply chain significantly, and any reemergence or resurgence of COVID-19 may impact the delivery of the four newbuilds we have ordered from GSI. Delayed delivery of the newbuilds would delay receipt of revenue on those vessels and may trigger payments of liquidated damages under any charters the Ecomar Joint Venture has entered into for these vessels, which may have an impact on our financial condition and operating results.

Generally, timely delivery of any newbuilds we may acquire in the future is subject to our counterparties meeting their obligations. We are therefore exposed to the risk of failure, cost overruns, delayed delivery, technical problems, quality or engineering problems and other counterparty risks. A number of shipping construction companies have reportedly been experiencing financial challenges. Any such financial challenges may affect operations and the timely delivery of newbuilds. Furthermore, a cancellation due to financial difficulties or bankruptcy of the yard could imply that pre-delivery instalments are not recovered or are recovered only after long arbitrations that can last occasionally several years. We take measures to supervise the quality of the work completed at the yard where our newbuilds are being constructed. Generally, we will obtain refund guarantees for the pre-delivery instalments as security for pre-delivery instalment payments paid. However, we can provide no assurance that these, or any other measures we may take, will fully mitigate these risks, and any failure by a counterparty to meet its obligations in relation to newbuilds we have ordered or may order in the future may result in delays or cancellations of the delivery of the newbuilds, renegotiation of terms, delayed renewal of our Hafnia Fleet and consequent deterioration of our competitive position, any of which may result in significant losses for us which could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

International, regional, and local competition rules and regulations for the shipping industry may adversely affect our business, financial condition and results of operations.

Part of our strategy is to grow our Hafnia Fleet through acquisitions and newbuilds. However, we already operate a significant chemical and product tanker fleet including through the Pools. Our Combined Fleet constituted approximately 6% of the existing global chemical and product tanker fleet in terms of deadweight tonnage based on our total deadweight tonnage as at December 31, 2023 when compared with the worldwide total clean product tanker fleet deadweight tonnage as at March 1, 2024 as further detailed in "*Item 4. Information on the Company – B. Business Overview – Industry*". Any expansion involving acquisitions of all or part of other companies' product tanker fleets or joint venture or pooling agreements will need to comply with

anti-trust and competition rules and regulations in various jurisdictions in which we operate. This could require filing for clearances and approvals which may not be forthcoming, involve lengthy delays, and might result in a transaction being prohibited or permitted with conditions that may or may not be acceptable. There can therefore be no assurances that any such transactions will be approved or consummated, and this may hinder expansion plans growth opportunities or result in monetary and other penalties from regulatory authorities.

We may in the future experience difficulties in employing and retaining the personnel required to maintain and develop our business and a shortage of relevantly skilled personnel in the future may have material adverse consequences for our operations, business, and financial condition.

We require highly skilled personnel on-shore and off-shore to operate our business. There can be no assurance that we will be able to attract and retain such employees on reasonable terms in the future and our ability to attract and retain employees and management in the future may be impacted by circumstances beyond our control.

Our future development and prospects depend to a large degree on the experience, performance, and continued service of our senior management team members and key employees. We cannot guarantee that we will be able to retain the services of the current directors, senior management team members and key employees or that we will in the future be able to identify and employ suitable replacements. The loss of services of any of our directors, senior management team members or key employees and/or the failure to identify and employ suitable replacements in the future may have a material adverse effect on our business, our ability to grow our business, our performance and our financial condition.

Additionally, we may in the future experience difficulties in employing technically skilled officers on Hafnia Vessels and JV Vessels under internal technical management. Our Hafnia Vessels and JV Vessels require technically skilled officers with specialised training in operating and crewing chemical and product tankers. Certain of our customers have officers' requirement matrices with pre-determined standards for vessel operators, including requirements for officers with respect to both service time and shipping sector experience. The demand for technically skilled officers has increased, leading to a shortage of such personnel. Uncertainties associated with COVID-19 or other epidemics or pandemics and travel restrictions may also impact the availability of technically skilled officers. A continuing or worsening deficit in the supply of technically skilled officers could impair our ability to operate and further increase the cost of crewing vessels in our Hafnia Fleet and thus, materially and adversely affect our business, financial condition and operating results. In addition, we employ staff and vessel crews in a number of countries, all of which are covered by international rules of employment. Changes are made on an ongoing basis to international and national rules of employment and this may have a material impact on or flexibility in manning our Hafnia Vessels and JV Vessels. Any such developments impacting our ability to attract and retain qualified employees and management on reasonable terms in the future may adversely affect our future performance, results of operations, cashflows and financial position.

We may have difficulty managing our planned growth, if any, properly.

We have and may continue to grow by expanding our operations and adding to our Hafnia Fleet. Any future growth will primarily depend upon a number of factors, some of which may not be within our control, including our ability to effectively identify, purchase, finance, develop and integrate any tankers or businesses. Furthermore, the number of employees that perform services for us and our current operating and financial systems may not be adequate if we expand the size of our Hafnia Fleet, and we may not be able to effectively hire more employees or adequately improve those systems. Finally, acquisitions may require additional equity issuances or debt issuances (with amortization payments), or entry into other financing arrangements which could, among other things, reduce our available cash. If any such events occur, our business, financial condition and results of operations may be adversely affected and the amount of cash available for distribution as dividends to our shareholders may be reduced.

Growing any business by acquisition presents numerous risks such as undisclosed liabilities and obligations, difficulty in obtaining additional qualified personnel and managing relationships with customers and suppliers and integrating newly acquired operations into existing infrastructures. The expansion of our Hafnia Fleet may impose significant additional responsibilities on our management and staff, and the management and staff of our commercial and technical managers, and may necessitate that we, and they, increase the number of personnel. We cannot give any assurance that we will be successful in executing our growth plans or that we will not incur significant expenses and losses in connection with our future growth.

An increase in operating expenses and voyage expenses would decrease our earnings and available cash and could have a material adverse effect on our future performance, results of operations, cash flows, and financial position, and rising inflation may impact our operating expenses and voyage expenses as well as our access to financing and the market price of our common shares.

Vessel operating expenses include expenses such as crewing, provisions, deck and engine stores, insurance, certain security measures, and maintenance and repairs. Voyage expenses include expenses such as fuel (bunkers) and port and canal charges. Additionally, if vessels suffer damage, they may need to be repaired at a drydocking facility. The costs of drydocking repairs are unpredictable and can be substantial. The size of these expenses depends on a variety of factors, including many which are beyond our control and subject to market developments, and some, primarily relating to insurance, crewing, and enhanced security measures, have been increasing on a relative basis and may increase further in the future. An increase in vessel operating expenses and/or voyage expenses may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Under bareboat charter parties, the charterer is responsible for voyage expenses and vessel operating expenses. Under time charter parties, the charterer is responsible for voyage expenses and the owner is responsible for the vessel operating expenses. As at the date of this Registration Statement, we have 25 Hafnia Vessels operating under bareboat charter-in agreements (all entered into in the course of sale and lease back financing arrangements) and the remaining Hafnia Vessels are owned directly, indirectly or through one of our joint ventures. As at December 31, 2023, we have 22 Hafnia Vessels, JV Vessels (including five newbuilds) and TC Vessels on long-term time charter-out agreements (with initial terms of six months or greater). When our Hafnia Vessels are employed in one of the Pools, the pool is responsible for voyage expenses, and we are responsible for vessel operating expenses. As at December 31, 2023, 93 out of our 105 Hafnia Vessels were employed through the Pools or on spot charters outside the Pools. When our Hafnia Vessels operate directly in the spot market on voyage charters, we are responsible for both voyage expenses and vessel operating expenses.

Many of our Hafnia Vessels and TC Vessels are employed in the spot market or in spot market-oriented pools, and therefore fuel (bunkers) is typically the largest expense affecting our operations. Changes in the price of fuel may adversely affect our profitability and our results of operations. The cost of fuel, including the fuel efficiency or capability to use lower priced fuel, can also be an important factor considered by charterers in negotiating charter rates. While we believe that we can transfer increased costs to the customer and will experience a competitive advantage as a result of increased fuel prices due to the greater fuel efficiency of our Hafnia Fleet compared to the average global fleet, changes in the price of fuel may adversely affect our profitability. The price and supply of fuel is unpredictable and fluctuates based on events outside our control, including geopolitical developments, such as, but not limited to, the ongoing war between Russia and Ukraine and the conflict between Israel and Hamas, supply and demand for oil and gas, actions by the Organization of the Petroleum Exporting Countries, and other oil and gas producers, war and unrest in oil-producing countries and regions, regional production patterns and environmental concerns.

Additionally, the entry into force of the 0.5% global sulphur cap in marine fuels used by vessels that are not equipped with sulphur oxide exhaust gas cleaning systems (“scrubbers”) or that are trading in regions where the use of scrubbers is not permitted under the MARPOL Annex VI may lead to changes in the production quantities and prices of different grades of marine fuel and introduces an additional element of uncertainty in fuel markets, which could result in additional costs and adversely affect our cash flows, earnings and results of operations. Bunkers and other fuel sources may become much more expensive in the future and we may not be able to fully recover this increased cost through our charter rates. Recently, the spread between the price of high sulphur fuel and low sulphur fuel has widened and if this widening continues, the economic viability of our older Hafnia Vessels may be reduced and the useful lives of the vessels in our Combined Fleet may be reduced. Moreover, if fuel prices in general become much more expensive in the future, it may adversely affect the competitiveness of our business compared to other forms of transportation and may reduce our results of operations and adversely affect our financial condition.

Recently, our operating expenses and voyage expenses have also been influenced by rising inflation as inflation has accelerated in the United States and globally due to, among other things, global supply chain issues, the ongoing war and conflicts between Ukraine and Russia and between Israel and Hamas, rising energy prices, and strong consumer demands. An inflationary environment can increase our expenses, including the cost of labour, vessel operating expenses and voyage expenses, which may have a material adverse impact on our

financial results. Inflation has had an impact on our operating results and continued prolonged periods of inflationary pressure could have a negative macroeconomic effect on the demand for tankers worldwide, which may adversely affect our business, financial condition and results of operations. Additionally, continued inflationary pressure could negatively affect our future access to financing and could have a negative effect on the securities markets generally which may, in turn, have a material adverse effect on the market price of our common shares.

Breakdowns in our information technology, including as a result of cyberattacks, disruptions, failures, or security breaches may negatively impact our business, including our ability to service customers, and may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

Our ability to operate our business and service our customers is dependent on the continued operation of our information technology, or IT, systems, including our IT systems that relate to, among other things, the location, operation, maintenance and employment of the vessels in our Combined Fleet. We use our IT systems to communicate with and monitor the vessels in our Combined Fleet and the vessels in our Combined Fleet rely on our IT systems for their operations. Our IT systems may be compromised by a malicious third party, man-made or natural events, or the intentional or inadvertent actions or inactions by our employees or third-party service providers. If our IT systems experience a breakdown, including as a result of cyberattacks, disruptions, failures, or security breaches, our business information may be lost, destroyed, disclosed, misappropriated, altered or accessed without consent, and our IT systems, or those of our service providers, may be disrupted. Disruptions may be caused by natural disasters, catastrophic events, deliberate attacks, or other events outside our control, which are difficult or impossible to prevent or prepare for. Any of the foregoing events or occurrences could have material adverse effect on our business.

Cybercrime attacks could cause disclosure and destruction of business databases, exposure to payment fraud, and could expose us to extortion by making business data temporarily unreadable or subject to threats of publicizing, selling or another way of exploiting the data. As cyberattacks become increasingly sophisticated, and as tools and resources become more readily available to malicious third parties, there can be no guarantee that our actions, security measures and controls designed to prevent, detect or respond to intrusion, to limit access to data, to prevent destruction or alteration of data or to limit the negative impact from such attacks, can provide absolute security against compromise.

Any breakdown in our IT systems, including breaches or other compromises of information security and data security, whether or not involving a cyberattack, and/or disruptions of our IT systems could materially and adversely affect our business and results of operations and may result in decreased performance, downtime, data loss, loss of funds, loss of suppliers or customers and may lead to lost revenues resulting from a loss in competitive advantage due to the unauthorised disclosure, alteration, destruction or use of proprietary information, including intellectual property, the failure to retain or attract customers, the disruption of critical business processes or information technology systems and the diversion of management's attention and resources. In addition, such breakdown could result in significant remediation costs, including repairing system damage, engaging third-party experts, deploying additional personnel, training employees and compensation or incentives offered to third parties whose data has been compromised. We may also be subject to legal claims or legal proceedings, including regulatory investigations and actions, and the attendant legal fees as well as potential settlements, judgments and fines.

Moreover, cyber attacks against the Ukrainian government and other countries in the region have been reported in connection with the recent war between Russia and Ukraine. To the extent such attacks have collateral effects on global critical infrastructure or financial institutions, such developments could adversely affect our business, operating results and financial condition. At this time, it is difficult to assess the likelihood of such threat and any potential impact on our business.

Even without actual breaches of information security, protection against increasingly sophisticated and prevalent cyberattacks may result in significant future prevention, detection, response and management costs, or other costs, including the deployment of additional cybersecurity technologies, engaging third-party experts, deploying additional personnel and training employees. Further, as cyberthreats are continually evolving, our controls and procedures may become inadequate, and we may be required to devote additional resources to modify or enhance our systems in the future. Such expenses could have a material adverse effect on our future performance, results of operations, cash flows and financial position.

The market values of our Hafnia Vessels and JV Vessels may fluctuate substantially potentially leading to impairment charges, losses upon the sale of a vessel or have other material adverse effects for our business, financing agreements, or financial condition.

We have a significant chemical and product tanker fleet. The value of these chemical and product tankers and the charter rates we are able to achieve for these vessels may fluctuate due to a number of different factors including, but not limited to, the prevailing level of charter rates and freight rates, general economic and market conditions affecting the international shipping industry and the oil and energy markets, types, sizes, condition, and ages of vessels, supply and demand for vessels, availability of or developments in other modes of transportation, competition from other owners and operators of chemical and product tankers, cost of newbuilds, applicable governmental or other regulations and technological advances. In addition, as vessels grow older, they generally decline in value. The fair market values of our Hafnia Vessels and JV Vessels have generally experienced high volatility. The fair market values for tankers declined significantly from historically high levels reached in 2008 and remained at relatively low levels through 2021 and significantly improved in 2022. It is uncertain and unpredictable how the above-mentioned factors will impact the value of our Hafnia Vessels and JV Vessels both in the short term and in the long term. Any fluctuations in vessel values may result in us having to record impairment charges or cause us to be unable to sell vessels at a reasonable value, either of which could have a material adverse effect on our business, financial condition and results of operations.

The sale price of our Hafnia Vessels may be less than the vessel's carrying value on our consolidated financial statements, resulting in a loss on sale or an impairment loss being recognised, ultimately leading to a reduction in earnings. Furthermore, if vessel values fall significantly, this could indicate a decrease in the recoverable amount for the vessel which may result in an impairment adjustment in our financial statements, which could adversely affect our financial results and condition. Conversely, if vessel values are elevated at a time when we wish to acquire additional vessels, the cost of acquisition may increase and this could adversely affect our business, results of operations, cash flow and financial condition.

We evaluate the carrying amounts of our Hafnia Vessels to determine if events have occurred that would require an impairment of their carrying amounts. The recoverable amount of vessels is reviewed based on events and changes in circumstances that would indicate that the carrying amount of the assets might not be recovered. The review for potential impairment indicators and projection of future cash flows related to the vessels is complex and requires us to make various estimates including future freight rates, earnings from the vessels and discount rates. All of these items have been historically volatile.

In accordance with IFRS, we evaluate the recoverable amount as the higher of fair value less costs to sell and value in use. If the recoverable amount is less than the carrying amount of the vessel/CGU (cash generating unit), the vessel is deemed impaired. The carrying values of our Hafnia Vessels may not represent their fair market value at any point in time because the new market prices of second-hand vessels tend to fluctuate with changes in charter rates and the cost of newbuilds. We did not record an impairment charge for the years ended December 31, 2023, 2022 and 2021. See "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources – Our Fleet – Illustrative comparison of excess of carrying value*" for information on the carrying value of our vessels. We recorded an aggregate gain/(loss) of $56.09 million, $25.48 million and $(4.94) million as a result of the disposal of assets for the years ended December 31, 2023, 2022 and 2021 respectively. See Notes 2 and 9 of our Consolidated Financial Statements included in Item 17 of this Registration Statement.

We cannot assure you that we will not recognise impairment losses in future years. Any impairment charges incurred as a result of further declines in charter rates could negatively affect our business, financial condition, operating results or the trading price of our securities.

Additionally, if the fair market values of our Hafnia Vessels decline, it could restrict the amount of funds we can borrow or we may not be in compliance with certain financial covenants contained in our current or future credit facilities, which may result in an event of default. In such circumstances, we may not be able to refinance our debt, obtain additional financing or make distributions to our shareholders and our subsidiaries may not be able to make distributions to us. The prepayment of certain credit facilities may be necessary to cause us to maintain compliance with certain covenants if the value of the vessels fall below certain levels. If we are not able to comply with the covenants in our secured credit facilities, and are unable to remedy the relevant breach,

our lenders could accelerate our debt and foreclose on our Hafnia Vessels. Additionally, a drop in the fair market value of our Hafnia Vessels has an impact on how much we will pay out under our dividend policy. See "*Item 8. Financial Information – A. Consolidated Statements and Other Financial Information – Dividend Policy*" for additional information on our dividend policy.

From time to time, we make investments in companies and/or projects in the shipping industry and companies and/or projects not in the shipping industry. We cannot assure you that we will make a return on these investments and the underlying projects may be delayed or may fail entirely.

From time to time, we have in the past and may in the future make investments in companies within the shipping industry or companies not in the shipping industry. Generally, we will make investments in companies we think could benefit our core business in the short, medium and/or long term or which may develop our core business in the medium and/or long term. There can be no assurances that we will make a return on such investments.

Many of the investments we have made are in companies with an underlying project, e.g., the development of a product, service and/or production facility. These underlying projects may be delayed or may fail entirely.

Where we have made such investments, we are not the sole investors and the companies in which we have invested may be controlled by other persons or companies with whom we are not affiliated. We are subject to counterparty risks in relation to these investments and we may lose some or all of our investments if our counterparties in these alternative investments do not have the same plans as us.

Increased levels of competition in the chemical and product tanker industry could adversely affect our business.

Competition for the transportation of oil products depends on the price, location, size, age, condition and acceptability of the vessel and its operators to the customer. Our industry relationships are of great importance to our business, and we have close relations with the participants in the Pools and with our customers of which the majority are the international oil companies and national oil companies. We expend significant resources on maintaining and developing such relations. We experience substantial competition for providing transportation services from several companies (both shipowners and operators) and expect further competition in the future. Our existing and potential competitors may have or acquire significantly greater financial resources and larger owned and/or operated fleets and may therefore be able to offer a more competitive service and better charter rates than us. Accordingly, new competition in the industry could have a material adverse effect on our business, financial condition, and operating results.

Our market share may decrease in the future. We may not be able to compete profitably as we expand our business into new geographic regions or provide new services. New markets may require different skills, knowledge or strategies than we use in our current markets, and the competitors in those new markets may have greater financial strength and capital resources than us.

We will be required to make substantial additional capital expenditures in order to maintain the quality and operating capacity of our Hafnia Vessels, to acquire new vessels to replace our existing vessels before or at the end of their useful lives and in the event that we should decide to expand the number of vessels in our Hafnia Fleet and if we do not set aside funds or are unable to borrow or raise funds in the future or if we are unable to correctly time our capital expenditures, it may adversely affect our revenue, business, results of operations, financial condition and available cash.

Our Hafnia Vessels require substantial capital expenditures to maintain and modernise quality and operating conditions over the long term. The industry standard maintenance capital expenditures include expenses associated with drydocking a vessel or modifying an existing vessel (if such expenditures are incurred to maintain or increase the operating capacity of the vessels). A vessel must be maintained throughout its life and must be drydocked no less than every five years and under certain circumstances more often and may additionally be required to be drydocked for unexpected repairs. Any unexpected drydocks would negatively affect our vessel utilization and increase our operating costs. The cost of drydocking a vessel depends on several factors, including the size and condition of the vessel and the location of the drydocking. We estimate the cost to drydock a vessel to be between $1 million and $3 million, excluding costs relating to modernization of the vessel such as the installation of exhaust gas cleaning systems (scrubbers) or ballast water treatment systems.

Generally, the cost of maintaining a vessel in good operating condition increases with the age of the vessel and as our Hafnia Fleet ages, we will also incur increased operating costs and capital expenditures to keep our

older Hafnia Vessels and JV Vessels desirable to customers. We cannot assure you that, as our Hafnia Vessels and JV Vessels age, market conditions will justify those expenditures or enable us to operate our Hafnia Vessels and JV Vessels profitably during the remainder of their useful lives. As our Hafnia Fleet is younger than the global average, we are less exposed to such additional maintenance and operational costs in the short term. However, in recent years we have seen an escalating number of measures that have required and will continue to require extensive capital expenditures and increased operating costs, in particular for our older Hafnia Vessels. These measures include, but are not limited to, several new regulatory requirements e.g., ballast water treatment systems and new bunker requirements relating to IMO 2020.

We may be required to effect extraordinary maintenance in addition to the ordinary maintenance of our Hafnia Vessels and JV Vessels including modernization necessary to maintain or increase the operating capacity of the vessels, and we may be required to make significant capital expenditures to modernise our Hafnia Vessels and JV Vessels and ensure their compliance with regulatory requirements. Recently, we have had significant capital expenditures relating to the installation of ballast water treatment systems and we may in the future be required to make additional capital expenditures to ensure that our Hafnia Fleet complies with regulatory requirements. As a result, regulations and standards could have a material adverse effect on our business, financial condition, results of operations, cash flows and ability to pay dividends.

Increased capital expenditures and operating costs may materially and adversely affect our business and results of operations, financial condition, cash flows and ability to pay dividends.

We have in the past and may in the future continue to acquire second-hand vessels. While we inspect previously owned or second-hand vessels prior to purchase, this does not normally provide us with the same knowledge about their condition and cost of any required (or anticipated) repairs that we would have had if these vessels had been built for and operated exclusively by us. Additionally, we will generally not receive the benefit of warranties from the shipyard for the second-hand vessels that we acquire. A second-hand vessel may also have conditions or defects that we were not aware of when we bought the vessel and which may require us to incur costly repairs to the vessel, including repairs to be conducted while the vessel is in drydock.

For us to be able to replace the vessels in our Hafnia Fleet upon the expiration of their remaining useful lives, we will have to make significant additional capital expenditures. Our cash flows and revenue are dependent on the income earned by the chartering of the vessels in our Hafnia Fleet and if we do not set aside funds or are unable to borrow or raise funds, including through equity issuances, for vessel replacement, we will be unable to replace the vessels in our Hafnia Fleet upon the expiration of their remaining useful lives. If we are unable to replace the vessels in our Hafnia Fleet at the end of their useful lives, our business, results of operations, financial condition, and available cash per share would be adversely affected. Any funds set aside for vessel replacement will reduce available cash.

Our business strategy is based in part upon the expansion of our Hafnia Fleet through the acquisition of additional vessels, either through purchasing vessels in the second-hand market or by contracting newbuilds. Additionally, we may seek to strategically divest vessels to renew our Hafnia Fleet or to otherwise support our business strategy and our business. Our business is greatly influenced by the timing of investments and/or divestments and contracting of newbuilds. If we are unable to identify the optimal timing of such investments, divestments or contracting of newbuilds in relation to the shipping value cycle, it could adversely affect our business, results of operations, financial condition, and future performance. Additionally, if we contract for the acquisition of newbuilds or second-hand vessels and we are unable to fulfil our obligations under any memorandum of agreement or shipbuilding contracts for any current or future vessel acquisitions, the sellers of such vessels may be permitted to terminate such contracts and we may forfeit all or a portion of the down payments we have already made under such contracts, and we may be sued for, among other things, any outstanding balances we are obligated to pay and other damages.

The market prices of second-hand vessels fluctuate due to several factors, including changes in charter rates and the cost of newbuild vessels, and if we sell any Hafnia Vessels we have acquired as newbuilds or second-hand vessels, the sales prices may not equal and could be less than their carrying values at that time.

If we do not generate or reserve enough cash from operations to pay for our capital expenditures such as for the maintenance and modernization of vessels, replacement of vessels at the end of their useful lives and acquisition of vessels in the event we decide to expand our Hafnia Fleet, we may need to incur additional indebtedness or enter into

alternative financing arrangements, which may be on terms that are unfavourable to us. If we are unable to fund our obligations or to secure financing, it would have a material adverse effect on our results of operations, competitive position, future performance, results of operations, cash flows and financial position.

We are subject to certain risks with respect to our counterparties on contracts, and failure of such counterparties to meet their obligations could cause us to suffer losses or negatively impact our results of operations, financial condition, and cash flows.

We have entered into, and may enter into in the future, various contracts that are material to the operation of our business, including, without limitation, charter and pooling agreements relating to the employment of the vessels in our Combined Fleet, newbuild contracts, debt and lease financing facilities, technical management agreements, joint venture agreements, and other agreements. Such agreements subject us to counterparty risks.

The ability and willingness of each of our counterparties to perform its obligations under its contracts with us will depend on a number of factors that are beyond our control and may include, among other things, general economic or political conditions, the condition of the maritime and offshore industries, and the overall financial condition of the counterparty. Although we assess the creditworthiness of our counterparties, a prolonged period of difficult industry conditions could lead to changes in a counterparty's liquidity and increase our exposure to credit risks and bad debts. Should a counterparty fail to honour its obligations under any such contract or attempt to renegotiate our agreements, we could sustain significant losses which could have a material adverse effect on our business, financial condition, results of operations, cash flows, ability to pay dividends to holders of our common shares in the amounts anticipated or at all and our compliance with covenants in our secured loan agreements.

With respect to our joint venture arrangements and our investment in start-up companies and other companies in which we do not have a controlling interest, we are dependent on our joint venture partners' and co-investors' ability and willingness to comply with shareholder agreements and other agreements regarding the governance of our joint ventures and the companies in which we have invested. Should a counterparty fail to honour its obligations, it may have a material adverse effect on our business, financial condition, reputation, results of operation and cash flows.

With respect to our charter arrangements, in depressed market conditions, our charterers may no longer need a vessel that is then under charter or may be able to obtain a comparable vessel at lower rates. As a result, charterers may seek to renegotiate the terms of their existing charter agreements or avoid their obligations under those contracts. Furthermore, it is possible that parties with whom we have charter contracts may be impacted by events in Russia and Ukraine, the resulting sanctions or the conflict between Israel and Hamas and the ensuing disruptions to shipping in the Red Sea. Additionally, there is a risk that our charterers cannot pay us in accordance with our agreement. If our charterers fail to meet their obligations to us or attempt to renegotiate our charter agreements, it may be difficult to secure substitute employment for the vessel, and any new charter arrangements we secure in the spot market or on time charters may be at lower rates. As a result, we could sustain significant losses which could have a material adverse effect on our business, financial condition, results of operations and cash flows, as well as our ability to pay dividends on our common shares and interest on our debt securities and comply with covenants in our credit facilities.

In our operation as pool manager of third-party vessels, we are exposed to the risk of claims from customers or other parties in respect of Pool Vessels. These risks are mitigated by a number of measures, including but not limited to, certain indemnities in our pool agreements. Should our counterparties under the pool agreements fail to honour their obligations or should they become insolvent, we may be liable for the claims relating to the Pool Vessels. Such claim could have a material adverse effect on our business, financial condition, results of operation and cash flows.

As at December 31, 2023, 59 of our 117 Hafnia Vessels and JV Vessels are under technical management with third-party technical managing companies. Technical managers are generally responsible for crewing, maintenance and repair services for the vessels they technically manage and their ability to render the agreed services may be dependent in part on their financial strength. As described above, the financial condition of our counterparties may be impacted due to circumstances outside our control. Because our third-party technical managers are privately held companies, we might have little advance warning of financial or other problems affecting them and if they are unable to provide the technical management services we have contracted for, we may have delays in operating our Hafnia Vessels and JV

Vessels. The failure of these technical managers to perform their obligations could have a material adverse effect on our business, financial condition, cash flows and results of operations. Although we may have rights against our third-party managers if they default on their obligations to us, we will receive the benefit of that recourse only to the extent that we can recover funds from them.

Additionally, we are dependent upon our relationships with local shipping agents as well as port and terminal operators and other third parties operating in the ports where our customers ship and unload their products. We believe that these relationships will remain critical to our success in the future and a loss of any of these relationships could materially and negatively affect our business and our operations, including our ability to retain and service our customers. We are not certain that we can maintain and expand our existing relationships with local shipping agents, port, and terminal operators and other third parties operating in ports where our customers ship and unload their products or that we will be able to enter into new relationships on commercially reasonable terms, or at all. If we cannot maintain our relationships with these parties or cannot establish new relationships, we may lose customers or experience delays or slowdowns in the ports in which we operate which could result in a loss of revenue or inability to execute our contracts in a timely manner and could have a material adverse effect on our business, financial condition, cash flows and results of operations.

Insurance may be difficult to obtain, and if obtained, may not be adequate to cover our losses that may result from our operations due to the inherent operational risks of the tanker industry.

Inherent in the operation of any ocean-going vessel is a potential risk of major losses and liabilities, including, but not limited to, death or injury to persons, property damage, loss of property, environmental damage, and pollution risk stemming from the transportation of oil cargo by sea and use of hydrocarbon fuel to power vessels, business interruptions due to political unrest, hostilities, labour strikes and boycotts. Various casualties, accidents and other incidents, including an oil spill or emission of other environmentally hazardous agents from a vessel, may occur in the course of the operation of the vessels in our Combined Fleet and may be caused by adverse weather conditions, mechanical failures, human error, war, terrorism, piracy and other circumstances or events. Any of such events could result in significant financial losses and liabilities for us. An accident involving any of the vessels in our Combined Fleet could result in death or injury to persons, loss of property, environmental damage, delays in delivery of cargo, loss of revenue from termination of contracts or unavailability of vessels, fines or penalties, higher insurance rates, litigation and damage to our reputation and customer relationships.

We carry insurance to protect us against the majority of the accident-related risks involved in the conduct of our business, including ‘hull and machinery’ insurance and ‘protection and indemnity’ insurance. However, incidents may occur where we may not be adequately insured to cover losses from our operational risks, which could have a material adverse effect on us. Additionally, our insurers may refuse to pay particular claims and our insurance may be voidable by the insurers if we take, or fail to take, certain actions, such as failing to maintain certification of the vessels in our Hafnia Fleet with applicable maritime regulatory organizations. Furthermore, insurance costs may increase as a consequence of unforeseen incidents or other events beyond our control. In addition, in the future, particularly in adverse market conditions, it may not be possible to procure adequate insurance coverage or only on commercially unacceptable terms. Any significant uninsured or under-insured loss or liability could have a material adverse effect on our business, results of operations, cash flows, financial condition, future performance, and our available cash. In addition, we may not be able to obtain adequate insurance coverage at reasonable rates in the future during adverse insurance market conditions.

Changes in the insurance markets attributable to terrorist attacks or other significant events, such as war, may also make certain types of insurance more difficult for us to obtain due to increased premiums or may lead to insurers only offering reduced or restricted coverage for losses caused by certain acts generally.

Because we obtain some of our insurance through protection and indemnity associations, which result in significant expenses to us, we may be required to make additional premium payments.

We may be subject to increased premium payments, or calls, in amounts based on our claim records, the claim records of our managers, as well as the claim records of other members of the protection and indemnity associations through which we receive insurance coverage for tort liability, including pollution-related liability. In

addition, our protection and indemnity associations may not have enough resources to cover claims made against them. Our payment of these calls could result in significant expense to us, which could have a material adverse effect on our business, results of operations, cash flows, financial condition, available cash and ability to pay dividends.

Failure to comply with the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, the Bermuda Bribery Act 2016, the Singapore Prevention of Corruption Act 1960 or other applicable anti-bribery regulations, anti-corruption regulations, anti-money laundering regulations or any other laws affecting our operations could result in fines, criminal penalties or contract terminations and could have an adverse effect on our business, reputation, and financial condition.

We transport oil products and chemicals across a wide variety of national jurisdictions. This entails a risk of business interruptions that may result from political circumstances or inadequacies in the legal systems and law enforcement mechanisms in certain countries in which we operate. Certain countries and international bodies also impose laws and regulations with extra-territorial application (such as sanctions and bribery and corruption legislation), which may further increase the risk of business interruptions and reputational damage resulting from our cross-border activities. In a worst-case scenario, our ability to trade with certain countries, including entities and individuals linked to such countries, may be severely restricted. Although we monitor our own operations and the global political situation closely and have adopted strict anti-bribery and anti-corruption policies as well as procedures to ensure diligence in counterparty onboarding, including observance of relevant anti-money laundering and anti-tax evasion laws and regulations, the political circumstances or inadequacies of the legal systems and law enforcement mechanisms in certain countries in which we operate may have a material negative impact on our reputation, revenue, cash flows and financial condition.

Our operations are subject to anti-corruption and anti-bribery laws, including the United Kingdom Bribery Act 2010 ("U.K. Bribery Act"), the U.S. Foreign Corrupt Practices Act ("FCPA"), as amended, the Bermuda Bribery Act 2016 ("Bermuda Bribery Act"), and the Singapore Prevention of Corruption Act 1960 ("PCA"). We may also be subject to other anti-corruption and anti-bribery regulations that apply in countries where we do business and additionally we may be required to comply with anti-corruption and anti-bribery regulations under our contractual arrangements, particularly financing agreements. We as well as our customers, suppliers and commercial partners operate in a number of jurisdictions where there is a risk of potential violations of the anti-corruption and anti-bribery laws and regulations and we participate in collaborations and relationships with third parties whose actions could potentially subject us to liability under the U.K. Bribery Act, Bermuda Bribery Act, FCPA, PCA, or other anti-corruption and anti-bribery regulation.

In addition to anti-corruption and anti-bribery laws and regulations, we are also subject to other laws and regulations governing our international operations, including, but not limited to, regulations administered by the governments of the United Kingdom and the United States and authorities in the European Union, such as applicable anti-money laundering and anti-tax evasion laws and regulations, export controls, economic sanctions, customs requirements, anti-boycott requirements, and currency exchange regulations (collectively, "Trade Control Laws"). We cannot predict the nature, scope, or effect of future regulatory requirements to which our operations may be subject or the manner in which existing anti-corruption and anti-bribery laws and regulations and other Trade Control Laws may be administered or interpreted.

While we maintain policies and procedures reasonably designed to ensure compliance with applicable anti-corruption and anti-bribery laws and regulations and any other Trade Control Laws, such as Enhanced Corporate Due Diligence and KYC procedures for counterparty onboarding, recurrent screening and including relevant provisions in relevant contracts, there can be no assurance that we will be completely effective in ensuring our compliance with all applicable laws, rules, and regulations, particularly as the scope of certain anti-corruption, anti-bribery and other Trade Control Laws may be unclear and may be subject to changing interpretations. The risk is particularly prominent to the CTI group of companies, as no assurance can be given that the CTI group of companies had sufficient policies and procedures in place to address this risk prior to completion of the CTI Transaction.

We may be required to document our compliance with applicable anti-corruption and anti-bribery laws and regulations and other Trade Control Laws in the future, including in connection with future transactions or financing arrangements, if any. Failures or delays in documenting our compliance, even if we are in compliance, could adversely affect our business, results of operations, financial condition, future performance, access to financing, liquidity and reputation.

If we fail to comply with anti-corruption and anti-bribery laws and regulations and other Trade Control Laws, we may become subject to civil or criminal penalties, disgorgement and other sanctions, remedial measures, and legal expenses, and we may be in breach of material agreements, including financing agreements. Any failure to comply with these laws and regulations, or any actual or alleged violations, or any investigations of potential violations, could adversely affect our business, results of operations, financial condition, future performance, access to financing, liquidity and reputation. Furthermore, detecting, investigating, and resolving actual or alleged violations is expensive and can consume significant time and attention of our senior management.

If we are unable to operate our financial and operations systems effectively, our performance may be affected.

Our current financial and operating systems may not be adequate as we from time to time expand the size of our Hafnia Fleet, and our attempts to improve those systems may be ineffective. If our current financial and operating systems infrastructure is unable to manage the additional volume of our operations as our business grows, our operating efficiency could decline. If we fail to hire and retain qualified personnel to implement, protect and maintain our financial and operating systems or if we fail to upgrade our systems to meet our customers' demands we may experience a disruption in operations and damage to our reputation, which could have a material adverse effect on our business, financial condition, cash flows and results of operations.

In addition, as we expand our Hafnia Fleet, we or our third-party technical managers may have to recruit suitable additional seafarers offshore-based administrative and management personnel. We cannot assure you that we or our third-party technical managers will be able to continue to hire suitable employees as we expand our Hafnia Fleet.

Our failure to comply with data privacy laws could damage our customer relationships and expose us to litigation.

Data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which we provide services. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our data privacy practices. Complying with these various laws is difficult and could cause us to incur substantial costs or require us to change our business practices in a manner adverse to our business.

For example, in Singapore, the Personal Data Protection Act 2012 of Singapore ("PDPA") generally requires organizations to provide notification and obtain consents prior to collection, use or disclosure of personal data, and to provide individuals with the right to access and correct their own personal data. Personal data refers to data, whether true or not, about an individual who can be identified from that data or other accessible information. Organizations have mandatory obligations to assess data breaches they suffer, and to notify the Personal Data Protection Commission and where applicable, the relevant individuals if the data breach is (or is likely to be) of a significant scale or resulting in (or is likely to result in) significant harm to individuals. Other obligations include accountability, protection, retention, and requirements around the overseas transfers of personal data.

In Europe, the European Union adopted the General Data Privacy Regulation ("GDPR"), a comprehensive legal framework to govern data collection, use and sharing and related consumer privacy rights, which took effect in May 2018. The GDPR includes significant penalties for noncompliance, including fines up to the higher of 20 million Euros and/or 4% of global annual revenue. European regulators have issued numerous fines pursuant to the GDPR. In the United Kingdom, Brexit has created uncertainty with regard to the regulation of data protection. In particular, while the Data Protection Act of 2018, which implements and complements the GDPR, is now effective in the United Kingdom, the relationship between the United Kingdom and the European Union in relation to certain aspects of data protection law remains unclear, and it is unclear how U.K. data protection laws and regulations will develop in the medium to longer term, including how data transfers to and from the United Kingdom will be regulated in the long term. Any changes to these laws may require us to modify our data processing practices and policies and to incur substantial costs and expenses to comply. Within the last five years, we have experienced one data breach which we have reported to the Danish Data Protection Authority. We have not experienced any consequences as a result of the breach. We may in the future experience data breaches which may have an adverse impact on our operations, business, results of operations and reputation.

An additional area of regulatory complexity concerns the restrictions on transfers of personal data from certain countries to others. For example, in July 2020 the Court of Justice of the European Union invalidated the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, calling into question data transfers carried out under the European Commission's Standard Contractual Clauses, which has created challenges for our transfer of personal data from the EEA, EU, and/or Switzerland to Singapore and other countries with "inadequate data protection." On July 10, 2023, the European Commission adopted an adequacy decision for the EU-U.S. Data Privacy Framework allowing personal data to flow freely from the European Union to companies in the United States that participate in the Data Privacy Framework, i.e., certain U.S. companies who have certified their participation in the EU-U.S. Data Privacy Framework by committing to comply with a detailed set of privacy obligations. The recent EU-U.S. adequacy decision may be subject to challenge in the future. Any transfers by us or our vendors of personal data are subject to potential regulatory scrutiny and may increase our exposure under the GDPR and similar laws which contain cross-border personal data transfer heightened requirements and restrictions. Any changes in the GDPR or other data privacy regulations may lead to us having to incur additional costs which could have an adverse effect on our business, financial condition, and results of operations.

In addition to government activity, privacy advocacy and other industry groups have established and may continue to establish new self-regulatory standards that may place additional burdens on us. Our failure to adhere to or successfully implement processes in response to changing regulatory and self-regulatory requirements in this area could result in legal liability or impairment to our reputation in the marketplace, which could have a material adverse effect on our business, financial condition, and results of operations.

Due to our lack of diversification, adverse developments in the sector for maritime transportation of oil products and chemicals could adversely affect our business.

We rely to a great extent on revenue generated from our Hafnia Vessels and TC Vessels that operate in the maritime transportation business of oil, oil products and light chemicals. Our lack of diversification makes us vulnerable to adverse developments in the international oil and oil product shipping industry, which would have a significantly greater impact on our business, financial condition and operating results than it would if we maintained a more diverse business. An expansion in renewable energy capacity could for instance impact the maritime transportation business of oil and oil products both on a local and global level, and thus materially affect our business.

We are to a certain extent dependent on the continuation of the Pools and termination or a withdrawal of a majority of the pool participants may adversely affect our business.

Many of our Hafnia Vessels and TC Vessels participate in the Pools, which are described in "*Item 4. Information on the Company – B. Business Overview – The Pools*." Participation in the Pools enhances the financial performance of our Hafnia Vessels and TC Vessels as a result of the higher vessel utilization. Under the Pool Agreements (defined below), the earnings allocated to pool vessels are aggregated and divided based on a weighted scale that recognises each vessel's earnings capacity. The termination of a Pool or the withdrawal of a majority of the participants could adversely affect our ability to commercially market our Combined Fleet and result in a material loss of revenue due to a decline in pool-management fees and commissions earned.

Risks Related to Our Company, Organization, and Structure

We depend on our subsidiaries to distribute funds to us.

We are a holding company and our subsidiaries (wholly-owned and partially-owned directly or indirectly by us) conduct our operations and hold our operating assets. Our ability to satisfy our financial obligations and pay dividends to our shareholders depends on the ability of our subsidiaries to generate profits available for distribution to us and if our subsidiaries are not able to generate profits, we may be unable to pay our creditors or pay dividends to our shareholders.

We derive a significant portion of our revenue from our top five customers, and the loss or default of any such customers could result in a significant loss of revenue and adversely affect our business.

We have a high customer concentration, where our top five customers represent a significant percentage of our revenue. For the year ended December 31, 2023, revenue from our top five customers (by group) represented 32.6% of our total revenue. One of our customers (by group) represented 10% or more of our revenues for the

year ended December 31, 2023. No individual legal entity represented 10% or more of our revenues for the year ended December 31, 2023. Consequently, if we lose one of our top five customers or any of them fails to pay for its services due to the increasing financial pressure on these customers or otherwise, our revenue could be adversely affected. The loss of a significant customer, or a decline in freight rates under our charter agreements with significant customers or any other difficulties in our relationships with these charterers could affect our revenue and cash flow and could have a material adverse effect on our business, cash flows, financial condition and results of operations.

We have a limited operating history following the completion of the CTI Transaction.

Hafnia was created in early 2019 by way of a merger between former BW Tankers Limited ("BW Tankers") and former Hafnia Tankers Limited ("Hafnia Tankers"). On January 27, 2022, we acquired the CTI Fleet through the acquisition of the Chemical Tankers Inc. group of companies and significantly expanded our operations. Our history and development as well as our acquisition of the CTI Fleet is further described in "*Item 4. Information on the Company – A. History and Development of the Company*."

As a consequence of the recency of the completion of the CTI Transaction, we have a limited operating history following the CTI Transaction. Our lack of operating history as a combined group makes it difficult to assess the historical performance and outlook for future revenues and other operating results across the different segments in which we operate. See "*Item 5. Operating and Financial Review and Prospects*" for more information about historical financial information included in this Registration Statement. The financial information included in this Registration Statement does not necessarily reflect the actual results of operations, financial position and cash flows that we may have had if we had been a combined group during the periods presented. Similarly, our historical financial information may not be indicative of our future results of operations and future financial position.

Our major shareholder, currently BW Group Limited, may have interests that are different from our interests and the interests of our other shareholders.

Certain of our major shareholders may have interests that are different from, or are in addition to, our interests and/or the interests of our other shareholders. BW Group Limited ("BW Group"), a company owned by corporate interests associated with the Sohmen family, is currently a major shareholder holding just under 50% of the shares in Hafnia Limited as further described in "*Item 7. Major Common Shareholders and Related Party Transactions – A. Major Common Shareholders*." Certain members of our Board of Directors and certain members of our board committees are associated with BW Group, employed by BW Group and/or hold positions on the board of directors or board committees of other companies in which BW Group has a significant ownership interest.

As long as certain shareholders continue to own a significant percentage of our common shares, they will be able to significantly influence the composition of our Board of Directors and the approval of actions requiring shareholder approval through their voting power. Accordingly, for such period of time, they will have significant influence with respect to our management, business plans and policies, including the appointment and removal of our officers. In particular, for so long as such shareholders continue to own a significant percentage of our common shares, they may be able to cause or prevent a change of control of our company or a change in the composition of our Board of Directors and could preclude any unsolicited acquisition of our company. The concentration of ownership could deprive investors of an opportunity to receive a premium for their common shares as part of a sale of our company and ultimately might affect the market price of our common shares. Such shareholders and their affiliates engage in a broad spectrum of activities, including in the shipping industry. In the ordinary course of their business activities, they may engage in activities where their interests' conflict with our interests or those of our other shareholders. For example, they may compete with us and pursue acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. In addition, they may have an interest in our pursuing acquisitions, divestitures, and other transactions that, in their judgment, could enhance their investment, even though such transactions might involve risks to us and our shareholders. Such potential conflicts may delay or limit the opportunities available to us, and it is possible that conflicts may be resolved in a manner adverse to us or result in agreements that are less favourable to us than terms that would be obtained in arm's-length negotiations with unaffiliated third parties.

As at the date of this Registration Statement, none of our shareholders (individually or as a group) own 50% or more the voting power for the election of our directors. Therefore, we do not qualify as a "controlled

company" under the NYSE Listing Standards and are not eligible to take advantage of the controlled company exemption to opt out of certain corporate governance requirements.

We are incorporated in Bermuda and the rights of our shareholders may differ from the rights and protections typically offered to shareholders of a U.S. corporation organised in Delaware.

We are incorporated under the laws of Bermuda. The rights of holders of our shares are governed by Bermuda law, including the provisions of the Bermuda Companies Act and by our memorandum of association and bye-laws. These rights may differ in certain respects from the rights of shareholders in typical U.S. corporations organised in Delaware. The principal differences are set forth in "*Item 10. Additional Information – A. Share Capital*" and "*Item 10. Additional Information – B. Memorandum of Association and Bye-laws*."

We have anti-takeover provisions in our Bye-laws that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our shareholders and may prevent replacement or removal of the members of our Board of Directors.

The Bye-laws of Hafnia Limited (our or the "Bye-laws") contain provisions that could make it more difficult for a third party to acquire us without the consent of our Board of Directors. These provisions provide for:

- restrictions, with certain exceptions, on business transactions with "interested shareholders" for a period of three years from the date a shareholder qualifies as an interested shareholder;
- restrictions on the time period in which directors may be nominated;
- an affirmative vote of 75% of our voting shares for certain "business combination" transactions, including certain mergers and amalgamations if such "business combination" or merger or amalgamation has not been approved by our Board of Directors; and
- an exclusive jurisdiction clause.

These provisions could make it more difficult for a third party to acquire us, even if the third party's offer may be considered beneficial by a number of shareholders. As a result, shareholders may be limited in their ability to obtain a premium for their shares. In addition, these provisions may adversely affect the market price of shares or inhibit fluctuations in the market price of our shares that could otherwise result from actual or rumoured takeover attempts.

It may be difficult to serve process on or enforce a U.S. judgment against us, our officers, our directors and the experts named in this Registration Statement because we are a foreign corporation incorporated in Bermuda and, following the Redomiciliation, will be a foreign corporation incorporated in Singapore.

We are currently an exempted company incorporated in Bermuda and, following the Redomiciliation, we will be a corporation incorporated in Singapore. As a result, the rights of holders of our common shares will be governed by Bermuda law and the Memorandum of Association of Hafnia Limited (the "Memorandum of Association") and Bye-laws and following the Redomiciliation will be governed by Singapore law and our new Constitution. The rights of shareholders under Bermuda law and from the Redomiciliation under Singapore law may differ from the rights of shareholders of companies incorporated in other jurisdictions. Our directors and officers and certain of the experts named in this Registration Statement are located outside the United States. In addition, a substantial portion of our assets and the assets of our directors, officers, and experts are located outside of the United States. As a result, it may be difficult for you to effect service of process within the United States upon us or any of these persons or to enforce in the U.S. judgments obtained in the U.S. courts against us or those persons based on the civil liability provisions of the U.S. securities laws. It is doubtful whether courts in Bermuda will enforce judgments obtained in other jurisdictions, including the United States, against us or our directors or officers under the securities laws of those jurisdictions or entertain actions in Bermuda against us or our directors or officers under the securities laws of other jurisdictions.

The United States and Bermuda do not currently have a treaty providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Some remedies available under the laws of U.S. jurisdictions, including some remedies available under the U.S. federal securities laws, may not be allowed in Bermuda courts as contrary to that jurisdiction's public policy. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not based solely on U.S. federal or state securities laws, would not automatically be enforceable in Bermuda. Similarly, those judgments may not be enforceable in countries other than the United States.

The United States and Singapore do not currently have a treaty providing for the recognition and enforcement of judgments other than arbitration awards, in civil and commercial matters. The enforceability of any judgment of a U.S. federal or state court in Singapore will therefore depend on the laws and any treaties in effect at the time, including conflicts of laws principles (such as those bearing on the question of whether a Singapore court would recognise the basis on which a U.S. court had purported to exercise jurisdiction over a defendant). Additionally, it is not certain that the courts of Singapore or of the non-U.S. jurisdictions in which our offices are located would enter judgments in original actions brought in those courts predicated on U.S. federal or state securities laws or other U.S. laws. In addition, awards for punitive damages in actions brought in the United States or elsewhere may be unenforceable in Singapore. In respect of civil liability provisions of the United States federal and state securities laws that permit punitive damages against us and our directors or executive officers, the Singapore courts generally do not recognise or enforce such judgments to the extent that they are punitive or penal.

The international nature of our operations may make the outcome of any bankruptcy proceedings difficult to predict.

We are incorporated under the laws of Bermuda and upon the completion of our Redomiciliation we will become a Singapore incorporated company. The vessels in our Hafnia Fleet are registered and flagged in various jurisdictions and we conduct operations in countries around the world. Consequently, in the event of any bankruptcy, insolvency, liquidation, dissolution, reorganization or similar proceeding involving us or any of our subsidiaries, bankruptcy laws other than those of the United States would likely apply. If we become a debtor under U.S. bankruptcy law, bankruptcy courts in the United States may seek to assert jurisdiction over all of our assets, wherever located, including property situated in other countries. However, there can be no assurance that we would become a debtor in the United States, or that a U.S. bankruptcy court would be entitled to, or accept, jurisdiction over such a bankruptcy case, or that courts in other countries that have jurisdiction over us and our operations would recognise a U.S. bankruptcy court's jurisdiction if any other bankruptcy court would determine it had jurisdiction.

Our Bye-laws contain an exclusive jurisdiction provision applicable to certain types of actions and after the Redomiciliation, if approved by our shareholders, our Constitution will contain an exclusive jurisdiction provision applicable to certain types of actions. These exclusive jurisdiction provisions could limit the ability of our shareholders to obtain a favourable judicial forum for disputes against us or our directors or officers.

Our Bye-laws contain an exclusive jurisdiction provision which designates the Supreme Court of Bermuda as the exclusive forum for any disputes arising concerning the Bermuda Companies Act and/or the Bye-laws, including any question regarding the existence and scope of any Bye-law and/or whether there has been a breach of the Bermuda Companies Act or the Bye-laws by an officer or director (whether or not such claim is brought in the name of a shareholder or in the name of the Company). The exclusive jurisdiction provision further provides that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or the Exchange Act.

After the Redomiciliation, if approved by our shareholders, our Constitution will contain an exclusive jurisdiction provision which will designate the courts of Singapore as the exclusive forum for any disputes arising concerning the Singapore Companies Act and/or the Constitution, including any question regarding the existence and scope of any regulation in the Constitution and/or whether there has been a breach of the Singapore Companies Act or the Constitution by an officer or director (whether or not such claim is brought in the name of a shareholder or in the name of the Company). The exclusive jurisdiction provision will further provide that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or the Exchange Act.

We believe that the exclusive jurisdiction provision in our Bye-laws or, if the Redomiciliation is approved, in our Constitution, as applicable, benefits us by providing increased consistency in the application the Securities Act and Exchange Act in the United States federal court and increased consistency in the application of Bermuda law or Singapore law, as applicable, for the specified types of actions and proceedings. However, the exclusive jurisdiction provision may have the effect of limiting the ability of shareholders to obtain a favourable judicial forum for disputes against us or our directors or officers and may limit or discourage our shareholders from being able to bring a legal claim against us due to geographic limitations.

The enforceability of exclusive jurisdiction provisions in other companies' certificates of incorporation and bye-laws has been challenged in legal proceedings. There is a risk that a court could find the exclusive jurisdiction provision in our bye-laws (or our Constitution, as applicable) to be inapplicable or unenforceable in connection with an action. If mandatory laws or other regulations designate the forum for certain causes of action, there is a high likelihood that such designated applicable forum will not be set aside because of the exclusive jurisdiction provision in our Bye-laws or Constitution, as applicable. If the exclusive jurisdiction provision in our Bye-laws or Constitution, as applicable, is set aside, we may incur additional costs associated with resolving such action in other jurisdictions than the jurisdictions set out in the exclusive jurisdiction provision, which could adversely affect our business, financial condition and results of operation.

Our Bye-laws restrict shareholders from bringing legal action against our officers and directors.

Our Bye-laws contain a broad waiver by our shareholders of any claim or right of action, both individually and on our behalf, against any of our officers or directors. The waiver applies to any action taken by an officer or director, or the failure of an officer or director to take any action, in the performance of his or her duties, except with respect to any matter involving any fraud or dishonesty on the part of the officer or director. This waiver limits the right of shareholders to assert claims against our officers and directors unless the act or failure to act involves fraud or dishonesty.

Risks Related to Our Indebtedness

Our future capital needs are uncertain and we may need to raise additional funds in the future.

We may face liquidity issues if poor market conditions in the chemical and product tanker market return for a prolonged period. Additionally, we may in the future need to raise additional capital to maintain, replace and expand the operating capacity of our Hafnia Fleet, meet certain emissions requirements imposed by regulators with jurisdiction over our operations, and to fund our operations. Our need for funding in the future will depend on a number of factors, several of which are not under our control, including, but not limited to: the cost and timing of vessel acquisitions, the cost of retrofitting or modifying existing vessels as a result of technological developments in vessel design and vessel equipment, changes in applicable environmental regulations or other regulations and requirements, customer requirements or otherwise.

In order to fund future capital expenditures, we may be required to incur borrowings or raise capital through the sale of debt or equity securities. Our ability to borrow money and access the capital markets through future offerings may be limited by a number of factors, including, but not limited to:

- our financial performance;
- our credit rating;
- the liquidity of the overall capital markets;
- Singapore, United States, Norwegian, and global economies;
- general economic conditions and other contingencies and uncertainties beyond our control; and
- the state of the chemical and product tanker market.

We cannot assure you that we in the future will be able to obtain additional funds on acceptable terms or that we will be able to obtain additional funds at all. If we raise additional funds by issuance of equity or equity-linked securities, our shareholders may experience dilution or reduced distributions. Any additional debt or equity financing that we obtain may contain terms such as restrictive covenants, including terms that are more restrictive than the terms included in our existing credit facilities. Additionally, the cost of our debt may in the future increase due to rising interest rates.

The actual or perceived credit quality of our charterers, and any defaults by them, may materially affect our ability to obtain the additional capital resources that we will require to purchase additional vessels or may significantly increase our costs of obtaining such capital. Additionally, we may experience decreased access to lenders and financiers if they decide to withdraw from the tanker industry.

If we cannot obtain the funds for necessary future capital expenditures or such funds are only available to us at a higher than anticipated cost, we may be unable to meet our obligations as they come due, it could limit

our ability to continue to operate some or all of the vessels in our Hafnia Fleet, it could cause us to impair the value of our Hafnia Vessels, limit our ability to continue with our expansion plans, if any, and otherwise hinder us from taking advantage of business opportunities as they arise. These factors, or any of them, could have a material adverse effect on our business, financial condition, cash flows and results of operations. Even if we can obtain funds in the future, the terms of such financing agreements may limit our ability to pay dividends. Additionally, our inability to obtain additional funds on acceptable terms or at all may cause the price of our common shares to decline.

Servicing our current or future indebtedness limits funds available for other purposes and if we cannot service our debt, we may lose the vessels in our Hafnia Fleet.

Our main financing arrangements are mostly (i) secured fleet financing, and to a lesser extent (ii) financing leases (sale and lease-back arrangements), working capital, and unsecured credit facilities. As at December 31, 2023, we had interest-bearing debt, which includes mortgage debt, bank loans and liabilities regarding lease liabilities (sale and lease-back arrangements accounted for as financing transactions) net of amortised bank fees of $1,292.4 million and cash and cash equivalents (excluding cash retained in the commercial pools and restricted cash) of $141.6 million. See "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources*" for more information on our current debt. We may incur additional indebtedness in the future. Our level of debt from time to time could have important consequences for us, including, but not limited to:

- our ability to obtain additional financing for working capital, capital expenditures, vessel acquisitions or other purposes may be impaired or such financing may be unavailable on favourable terms;
- our costs of borrowing could increase as we become more leveraged;
- we may need to use a substantial portion of our cash from operations to make principal and interest payments on our debt, reducing the funds that would otherwise be available for operations, general corporate activities, future business opportunities, and dividends to our shareholders;
- future creditors may subject us to limitations on our business and future financing activities as well as certain financial and operational covenants and such restrictions may prevent us from taking actions that otherwise might be deemed to be in the best interests of us and our shareholders;
- our debt level could make us more vulnerable than our competitors with less debt to competitive pressures, a downturn in our business or the economy in general; and
- our debt level may limit our flexibility in responding to changing business and economic conditions in our business and the industry where we operate or detract from our ability to successfully withstand a downturn in our business or the economy in general.

Our ability to service our debt will depend upon, among other things, our future financial and operating performance, which will be affected by prevailing economic conditions as well as financial, business, regulatory, competitive, technical, and other factors, some of which are beyond our control. If our operating income is not sufficient to service our current or future indebtedness, we will be forced to take action, such as reducing or delaying our business activities, acquisitions, investments or capital expenditures, selling assets, restructuring or refinancing our debt or seeking additional equity capital. We may not be able to effect any of these remedies on satisfactory terms, without the consent of our existing lenders, or at all.

Additionally, a default under any indebtedness or other financial agreement by a subsidiary may constitute an event of default under borrowing arrangements pursuant to cross-default provisions. Our inability to service and repay our debt upon maturity could have a material adverse effect on our future performance, results of operations and financial condition.

Our credit facilities and lease financing agreements contain restrictive and financial covenants which may limit our ability to conduct certain activities, and further, we may be unable to comply with such covenants, which could result in an event of default under the terms of such agreements.

Our credit facilities and lease financing agreements impose, and any future credit facilities and lease financing agreement may impose, certain operating and financial restrictions on us. These restrictions may limit our ability, or the ability of our subsidiaries party thereto, to, among other things:

- pay dividends and make capital expenditures if we do not repay amounts drawn under our credit facilities or if there is another default under our credit facilities;
- incur additional indebtedness, including the issuance of guarantees;
- create liens on our assets;
- change the flag, class or management of our Hafnia Vessels or JV Vessels (as applicable) or terminate or materially amend the management agreement relating to each vessel;
- sell our Hafnia Vessels or JV Vessels (as applicable);
- merge or consolidate with, or transfer all or substantially all our assets to, another person;
- increase or reduce capital;
- be subject to a change of control; or
- enter into a new line of business.

Therefore, we may need to seek permission from our lenders in order to engage in some corporate actions. Our lenders' interests may be different from ours and we may not be able to obtain our lenders' permission when needed. This may limit our ability to pay dividends to our shareholders if we determine to do so in the future, finance our future operations or capital requirements, make acquisitions, or pursue business opportunities.

In addition, the terms and conditions of certain of our borrowings require us to maintain specified financial ratios and satisfy financial covenants, including (i) ratios and covenants based on the market value of our Hafnia Vessels, (ii) specified levels of cash and cash equivalents and available credit lines, (iii) specified minimum amount of equity, (iv) specified levels of collateral coverage, and (v) specific maximum ratios of net debt to total assets or total capitalization. Should our charter rates or vessel values materially decline in the future, we may seek to obtain waivers or amendments from our lenders with respect to such financial ratios and covenants, or we may be required to take action to reduce our debt or to act in a manner contrary to our business objectives to meet any such financial ratios and satisfy any such financial covenants. Events beyond our control, including changes in the economic and business conditions in the shipping markets in which we operate, may affect our ability to comply with these covenants. We cannot assure you that we will meet these ratios or satisfy these covenants or that our lenders will waive any failure to do so or amend these requirements.

A breach of any of the covenants in, or our inability to maintain the required financial ratios under, our credit facilities would prevent us from borrowing additional money under our credit facilities or lease financing arrangements and could result in an event of default under our credit facilities which could materially adversely affect our business, financial condition, and results of operations. If an event of default occurs under our credit facilities or lease financing arrangements, the counterparties could elect to declare the outstanding debt, together with accrued interest and other fees, to be immediately due and payable and foreclose on the collateral securing that debt, which could constitute all or substantially all of our assets. Moreover, in connection with any waivers or amendments to our credit facilities or lease financing arrangements that we may obtain, our lenders may impose additional operating and financial restrictions on us or modify the terms of our existing credit facilities or lease financing arrangements. These restrictions may further restrict our ability to, among other things, pay dividends, repurchase our common shares, make capital expenditures, or incur additional indebtedness.

Furthermore, our debt and lease financing agreements contain cross-default provisions that may be triggered if we default under the terms of any one of our financing agreements. In the event of default by us under one of our debt agreements, the lenders under our other debt or lease financing agreements could determine that we are in default under such other financing agreements. Such cross defaults could result in the acceleration of the maturity of such indebtedness under these agreements and the lenders thereunder may foreclose upon any collateral securing that indebtedness, including our Hafnia Vessels, even if we were to subsequently cure such

default. In addition, our credit facilities and lease financing arrangements contain subjective acceleration clauses under which the debt could become due and payable in the event of a material adverse change in our business. In the event of such acceleration or foreclosure, we might not have sufficient funds or other assets to satisfy all of our obligations, which would have a material adverse effect on our business, results of operations and financial condition.

The restrictions in our credit facilities and sale and lease-back agreements may prevent us from taking actions that otherwise might be deemed to be in our best interest and in the best interest of our shareholders and it may further affect our ability to operate our business going forward, particularly our ability to incur debt, make capital expenditures or otherwise take advantage of potential business opportunities as they arise.

As at the date of this Registration Statement, we were in compliance with the financial covenants contained in our credit facilities.

Change of control and mandatory repayment provisions contained in certain of our credit facilities may lead to a foreclosure of our Hafnia Fleet.

The terms of certain of our credit facilities contain provisions, pursuant to which the majority lenders may cancel the loans and require repayment of the outstanding amounts if Sohmen family interests cease to beneficially or legally hold more than 25% or more of our issued share capital.

BW Group (our major shareholder which is controlled by Sohmen family interests) is not restricted by us from selling its shares, and there can be no assurance that it will retain its holdings in us. We can give no assurance that BW Group will continue to hold a significant interest in us. Any mandatory prepayment as a result of a change of control under certain of our credit facilities could lead to the foreclosure of all or a portion of our Hafnia Fleet and could have a material adverse effect on our future performance, results of operations, cash flows and financial position and could lead to bankruptcy or other insolvency proceedings.

We may be exposed to risk in relation to our use of financial market products.

Our use of derivative instruments such as freight forward agreements ("FFA"), bunker hedging agreements, and interest rate hedging contracts, could result in losses. The FFA instruments may be used to hedge our exposure to the market by providing for the sale of a contracted charter rate on an identified route and period. From time to time, we may choose to take a long freight position via the FFA market. Similarly, we have the means of entering into bunker hedging agreements, in order to hedge the price on bunkers. Interest rate hedging contracts (including swaps, caps, and options) that are unsecured or secured by existing credit loan facilities, are entered into with the existing lenders as per the international swaps and derivatives association ("ISDA") agreements. From time to time, we invest in FFAs, by either buying or selling FFA positions. The risks related to such FFA trading are managed through our internal authorization manual, approved by our Board of Directors, and these financial products are managed in accordance with our internal financing and risk management policies. However, if we take positions in FFAs, bunker hedging agreements or interest rate hedging contracts, and do not correctly anticipate the market movements, we could suffer losses which could negatively affect our results of operations, cash flows, and financial condition.

Risks Related to Tax

As a Bermuda exempted company incorporated under Bermuda law, our operations may be subject to economic substance requirements.

Pursuant to the Economic Substance Act 2018 (as amended) of Bermuda (the "ES Act") that came into force on January 1, 2019, a registered entity other than an entity which is resident for tax purposes in certain jurisdictions outside Bermuda ("non-resident entity") that carries on as a business any one or more of the "relevant activities" referred to in the ES Act must comply with economic substance requirements. The ES Act may require in-scope Bermuda entities which are engaged in such "relevant activities" to be directed and managed in Bermuda, have an adequate level of qualified employees in Bermuda, incur an adequate level of annual expenditure in Bermuda, maintain physical offices and premises in Bermuda or perform core income-generating activities in Bermuda. The list of "relevant activities" includes carrying on any one or more of: banking, insurance, fund management, financing, leasing, headquarters, shipping, distribution and service

centre, intellectual property and holding entities. We and several of our Bermuda subsidiaries are carrying on relevant activities for the purposes of the ES Act and are required to comply with such economic substance requirements. Our compliance with the ES Act may result in additional costs that could adversely affect our financial condition or results of operations.

A change in tax laws in any country in which we operate, including, but not limited to, the imposition of freight taxes, or disagreements with tax authorities could adversely affect us.

Tax laws, treaties and regulations are highly complex and subject to interpretation. Consequently, we and our subsidiaries are subject to changing laws, treaties and regulations in and between the countries in which we operate.

We have global operations with companies incorporated in different jurisdictions and operating out of Singapore, Denmark, Monaco, Dubai, Marshall Islands and the United States. Additionally, we have invested in companies in other countries and our vessels operate globally and therefore both within international waters and within the territories of a large number of different jurisdictions. Our complex and international operational structure entails that we are subject to changes in tax law, treaties or regulations, including the interpretation and enforcement thereof, in many different jurisdictions. If jurisdictions in which our vessels operate impose freight taxes applicable to our operation, our results of operation may be negatively affected.

Our tax expense is based on our interpretation of the tax laws in effect at the time the expense was incurred. A change in tax laws, treaties, or regulations, or in the interpretation or enforcement thereof, could result in a materially higher tax expense or a higher effective tax rate on our earnings. Such changes may include measures enacted in response to the ongoing initiatives in relation to fiscal legislation at an international level such as the Base Erosion and Profit Shifting Project. Additionally, there is a risk that our understanding of applicable tax laws was incorrect, resulting in, inter alia, increased tax burdens or successful challenges to our operational structure and intercompany pricing principles. This could have a material adverse effect on our business, results of operations and financial condition.

A change to the way in which our international shipping income is taxed in Singapore could have an adverse effect on our business and results of operations.

The majority of our shipping income accrues in Singapore, where we exercise strategic or commercial management over our international shipping activities. Therefore, we are impacted by the Singapore tax legislation. In Singapore, we are subject to the Maritime Sector Initiative – Singapore Registry of Ships ("MSI-SRS") award and the Maritime Sector Initiative – Approved International Shipping Enterprise Award ("MSI-AIS"). Under the MSI-SRS and MSI-AIS, income from international shipping operations is tax exemptions. The MSI-SRS is an ongoing award which requires no additional application that will be applicable so long as a company owns and/or operates Singapore flagged vessel(s) for international shipping operations. Meanwhile, the MSI-AIS is a renewable award every ten years. We are currently subject to both the MSI-SRS and the MSI-AIS. Our current ten-year period under the MSI-AIS will expire on April 30, 2028 where we intend to re-apply for an additional ten-year extension. Renewal of the MSI-AIS is contingent on various factors where we will be required to, for example, demonstrate a business plan on how our business can generate economic contributions in Singapore through business spending, employment and ensuring that our strategic or commercial management is in Singapore.

We expect to be able to renew our MSI-AIS where relevant unless there is a shift in Singapore Government Policy to not wish to promote and further incentivise the Maritime Sector. If we do not continue to be subject to the MSI-SRS and/or the MSI-AIS, it may have adverse effects on our business, results of operations, and financial condition, and would decrease our earnings available for distribution to shareholders.

We could be treated as or become a passive foreign investment company ("PFIC") for U.S. federal income tax purposes, which could have adverse U.S. federal income tax consequences to U.S. shareholders.

A foreign corporation will be treated as a PFIC for U.S. federal income tax purposes if either (i) at least 75% of its gross income during the taxable year consists of certain types of "passive income" or (ii) at least 50% of the average value of the corporation's assets during such taxable year produce or are held for the production of those types of "passive income." For purposes of these tests, "passive income" includes dividends, interest, and gains from the sale or exchange of investment property and rents and royalties other than rents and royalties which are received from unrelated parties in connection with the active conduct of a trade or business.

For purposes of these tests, income derived from the performance of services does not constitute "passive income." U.S. shareholders of a PFIC are subject to a disadvantageous U.S. federal income tax regime with respect to the income derived by the PFIC, the distributions they receive from the PFIC and the gain, if any, they derive from the sale or other disposition of their shares in the PFIC.

Based on our current and proposed method of operation, we do not believe that we will be a PFIC with respect to any taxable year. In this regard, we intend to treat the gross income we derive or are deemed to derive from our time chartering activities as services income, rather than rental income. Accordingly, we believe that our income from our time and voyage chartering activities does not constitute "passive income", and the assets that we own and operate in connection with the production of that income do not constitute assets that produce or are held for the production of "passive income."

We believe there is substantial legal authority supporting our position consisting of case law and U.S. Internal Revenue Service ("IRS") pronouncements concerning the characterization of income derived from time charters and voyage charters as services income for other tax purposes. However, we note that there is also legal authority which characterises time charter income as rental income rather than services income for other tax purposes. Accordingly, no assurance can be given that the IRS or a court of law will accept our position and there is a risk that the IRS or a court of law could determine that we are a PFIC.

Based on the foregoing, we believe that we were not a PFIC with respect to any prior taxable year. However, there can be no assurance that we will not become a PFIC for the current taxable year or any future taxable year as a result of changes in our operations or assets.

If we are or have been a PFIC for any taxable year during a U.S. shareholder's holding period with respect to our stock, such U.S shareholder will face adverse U.S tax consequences and certain information reporting requirements. Under the PFIC rules, unless such shareholder makes a "mark to market" election (which election could itself have adverse consequences for such shareholder), such shareholder would be liable to pay U.S. federal income tax at the then prevailing income tax rates on ordinary income plus interest upon "excess distributions" and upon any gain from the disposition of our common shares, as if the excess distribution or gain had been recognised rateably over the shareholder's holding period of our common shares. See "*Item 10. Additional Information – E. Taxation*" for a more comprehensive description of the U.S. federal income tax consequences to U.S shareholders if we are treated as a PFIC.

We may have to pay tax on U.S. sourced income, which would reduce our earnings.

Under the U.S. Internal Revenue Code of 1986 as amended (the "Code"), 50% of the gross shipping income of a corporation that owns or charters vessels, as we and our subsidiaries do, that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States generally will be subject to a 4% U.S. federal income tax without allowance for deductions, unless that corporation qualifies for exemption from tax under Section 883 of the Code and the regulations promulgated thereunder by the U.S. Department of the Treasury.

We and our subsidiaries intend to take the position that we qualify for this statutory tax exemption for U.S. federal income tax return reporting purposes. However, there are factual circumstances beyond our control that could cause us not to be eligible for the benefit of this tax exemption and thereby become subject to U.S. federal income tax on our U.S. source shipping income. For example, we may no longer qualify for exemption under Section 883 of the Code for a particular taxable year if shareholders with a five percent or greater interest in our common shares ("5% Shareholders") owned, in the aggregate, 50% or more of our outstanding common shares for more than half the days during the taxable year, and there do not exist sufficient 5% Shareholders that are qualified shareholders for purposes of Section 883 of the Code to preclude nonqualified 5% Shareholders from owning 50% or more of our common shares for more than half the number of days during such taxable year or we are unable to satisfy certain substantiation requirements with regard to our 5% Shareholders. Due to the factual nature of the issues involved, there can be no assurances on the tax-exempt status of us or any of our subsidiaries.

If we or our subsidiaries are not entitled to exemption under Section 883 of the Code for any taxable year, we or our subsidiaries could be subject for such year to an effective 2% U.S. federal income tax on the shipping income we or they derive during such year which is attributable to the transport of cargoes to or from the United States. The imposition of this tax would have a negative effect on our business and would decrease our earnings available for distribution to our shareholders.

The Organization for Economic Cooperation and Development ("OECD"), Bermuda and other jurisdictions are considering or have passed measures that might change long-standing tax principles that could increase the Company's taxes.

The OECD has published a framework for taxation that in many respects is different than long-standing international tax principles. This framework and proposed changes could redefine what income is taxed in which country and institute a 15 percent global minimum tax in 2024 or later years. In August 2023 the Bermuda government opened a series of consultations on proposals to introduce a 15 percent corporate minimum tax, intended to be effective on or after January 1, 2025, applicable to Bermuda businesses that are part of multinational enterprise groups with annual revenue of at least EUR 750 million for at least two of the last four years. The enactment of these reforms is very uncertain at this time, but if enacted could cause uncertainties to and increases in the Company's income taxes.

Several multilateral organizations, including the EU and the OECD have, in recent years, expressed concern about some countries not participating in adequate tax information exchange arrangements and have threatened those that do not agree to cooperate with punitive sanctions by member countries. It is still unclear what these sanctions might be, which countries might adopt them, and when or if they might be imposed. However, the Company cannot assure that the Tax Information Exchange Agreements that have been entered into by Bermuda will be sufficient to preclude all of the sanctions described above, which, if ultimately adopted, could adversely affect the Company or its shareholders.

We may become subject to taxation in Bermuda which would negatively affect our results.

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. In response to the OECD Pillar Two initiative, the Bermuda Ministry of Finance has published three public consultation papers ("Public Consultations") on the proposed implementation of a new Bermuda corporate income tax regime, which is similar in scope to the OECD Pillar Two Model Rules in so far as it would apply to Bermuda constituent entities of multi-national groups that have in excess of EUR 750 million revenue for at least two of the last four financial years. The second and third Public Consultation documents from the Bermuda Ministry of Finance advise that any Bermuda corporate income tax would include provisions which parallel those in the OECD Pillar Two Model Rules to exclude international shipping income and qualified ancillary shipping income from taxable income. The Public Consultation documents indicate that any Bermuda corporate income tax would not become effective until tax years beginning on or after January 1, 2025. Accordingly, the impact of any enactment by the Bermuda government of a corporate income tax on our results and operations is at present unclear, but it may lead to an increase in our tax liabilities from 2025 onwards; however, this risk is mitigated by our plans to re-domicile our Bermuda entities to Singapore in 2024.

We and certain of our subsidiaries have entered into and may in the future enter into internal agreements which must be at market value or on terms no more favourable than would have been agreed if the transaction was not conducted on an intra-group basis.

We have global operations, and the functions related to owning and operating a global scale chemical and product tanker fleet are spread across various subsidiaries, including crewing, technical maintenance, chartering and ownership of vessels. Cross-border business between our subsidiaries and between us and our subsidiaries can be complicated. We will likely enter into further agreements by and among our subsidiaries on the one hand and Hafnia Limited on the other hand in the future and between two or more of our subsidiaries. To ensure compliance with transfer pricing regulations, such transactions must in general be conducted on an arm's-length basis. We believe that these transactions are on arm's-length terms, but no assurance can be given that we would not have been able to secure more favourable terms from third parties.

Regarding any cross-border transactions, we may face significant compliance challenges with the regulations and administrative requirements around transfer pricing, as they differ from country to country. Tax authorities are increasingly sophisticated in the way they operate and are focusing more closely on transfer pricing in companies that transact cross-border business.

Certain of our subsidiaries are incorporated in offshore jurisdictions and our operations may be subject to economic substance requirements, which could impact our business.

We are a Bermuda company and, following the Redomiciliation, will be a Singapore corporation. A majority of our subsidiaries are Singapore entities; however, certain of our subsidiaries are as at the date of this

Registration Statement incorporated in offshore jurisdictions with economic substance laws and regulations with which we may be obligated to comply. We believe that we and our subsidiaries are compliant with applicable economic substance requirements. However, if there were a change in the requirements or interpretation thereof, or if there were an unexpected change to our operations, any such change could result in noncompliance with the economic substance legislation and related fines or other penalties, increased monitoring and audits, and dissolution of the noncompliant entity, which could have an adverse effect on our business, financial condition or operating results.

EU finance ministers rate jurisdictions for tax rates and tax transparency, governance and real economic activity. Countries that are viewed by such finance ministers as not adequately cooperating, including by not implementing sufficient standards in respect of the foregoing, may be put on a "grey list" or a "blacklist." EU member states have agreed upon a set of measures, which they can choose to apply against grey- or blacklisted countries, including increased monitoring and audits, withholding taxes, special documentation requirements and anti-abuse provisions. The European Commission has stated it will continue to support member states' efforts to develop a more coordinated approach to sanctions for the listed countries. EU legislation prohibits EU funds from being channelled or transited through entities in countries on the blacklist. Jurisdictions in which we operate could be put on the blacklist in the future.

Risks Related to This Listing and Ownership of Our Common Shares

Our share price has fluctuated in the past, has been volatile and may be volatile in the future and as a result, investors in our common shares could incur substantial losses.

Our share price has fluctuated in the past, has been volatile and may be volatile in the future. Our share prices may experience rapid and substantial decreases or increases in the foreseeable future that are unrelated to our operating performance or prospects. In addition, the COVID-19 pandemic has caused broad stock market and industry fluctuations. The stock market in general and the market for shipping companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, investors may experience substantial losses on their investment in our common shares. The market price for our common shares may be influenced by many factors, including factors that may be unrelated to our operating performance or prospects.

The following factors, among others, could affect the trading price of our common shares:

- our operating and financial performance;
- investor reactions to our business strategy;
- our continued compliance with the listing standards of the NYSE and Oslo Børs;
- regulatory or legal developments in the United States, European Union, and other countries, especially changes in laws or regulations applicable to our industry;
- quarterly variations in the rate of growth of our financial indicators, such as net income per share, net income, and revenues;
- actual or anticipated variations in our quarterly and annual financial results or those of companies that are perceived to be similar to us;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- our success or failure to meet the expectation of analysts, investors, lenders, and other market participants;
- announcements concerning us or our competitors;
- market conditions in the shipping industry and particularly in the chemical and product tanker market;
- our ability or inability to raise additional capital and the terms on which we raise it;
- declines in the market prices of shares generally,
- the suspension of our dividend payments;
- mergers and strategic alliances in the shipping industry;

- sales of our common shares by us or our shareholders;
- general economic, industry and market conditions, including the prevailing economic and market conditions in the energy markets;
- strategic actions by our competitors;
- changes in revenue or earnings estimates, or changes in recommendations or withdrawals of research coverage, by equity research analysts;
- market and industry perception of our success, or lack thereof, in pursuing our growth strategies;
- introductions or announcements of new products offered by us or significant acquisitions, strategic partnerships, joint ventures or capital commitments by us or our competitors and the timing of such introductions or announcements;
- our ability to effectively manage our growth;
- the impact of pandemics on us and the national and global economies;
- speculation in the press or investment community;
- the failure of research analysts to cover our common shares;
- whether investors or securities analysts view our share structure unfavourably, particularly any significant voting control of our executive officers, directors, and their affiliates;
- our ability or inability to raise additional capital through the issuance of equity or debt or other arrangements and the relevant terms;
- additional shares of our common shares being sold into the market by us or our existing shareholders, or the anticipation of such sales;
- changes in accounting principles, policies, guidance, interpretations, or standards;
- additions or departures of key management personnel;
- actions by our shareholders;
- changes in operating performance and stock market valuations of companies in our industry, including our vendors and competitors;
- trading volume of our common shares;
- price and volume fluctuations in the overall stock market, including as a result of trends in the economy as a whole and those resulting from natural disasters, severe weather events, terrorist attacks and responses to such events;
- lawsuits threatened or filed against us;
- economic, legal, and regulatory factors unrelated to our performance;
- privacy or cybersecurity breaches, data theft or other security incidents or failure to comply with applicable data privacy laws, rules, and regulations;
- our ability to obtain, maintain, protect, defend, and enforce our intellectual property;
- the realization of any risks described under this "*Risk Factors*" section; and
- other events or factors, including those resulting from such events, or the prospect of such events, including marine disasters, war, piracy, terrorism and other international conflicts, environmental accidents, public health issues including pandemics or epidemics, such as the ongoing COVID-19 pandemic, adverse weather and climate conditions or other events disrupting our operations or resulting in political or economic instability.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common shares regardless of our operating performance and may be inconsistent with any

improvements or reduction in actual or expected operating performance, financial conditions or other indicators of value. Since the price of our common shares has fluctuated in the past, has been volatile and may be volatile in the future, investors in our common shares could incur substantial losses. In the past, following periods of volatility in the market and in the market price of a company's shares, securities class action litigation has often been instituted against companies. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and harm our business, operating results, future prospects, and financial condition.

Additionally, recently, securities of certain companies have experienced significant and extreme volatility in share price due to short sellers of shares, known as a "short squeeze." These short squeezes have caused extreme volatility in those companies and in the market and have led the price per share of those companies to trade at a significantly inflated rate that is disconnected from the underlying value of the company. Many investors who have purchased shares in those companies at an inflated rate face the risk of losing a significant portion of their original investment as the price per share has declined steadily as interest in those shares has abated. While we have no reason to believe our shares would be the target of a short squeeze, there can be no assurance that we will not be in the future, and you may lose a significant portion or all of your investment if you purchase our shares at a rate that is significantly disconnected from our underlying value.

We are thus unable to predict when such instances of trading volatility will occur or how long such dynamics may last. Therefore, we cannot assure you that you will be able to sell any of our common shares you may have purchased at a price greater than or equal to its original purchase price, or that you will be able to sell our common shares at all.

Our common shares will be traded on more than one stock exchange and this may result in price variations between the markets.

Our common shares will be listed on each of NYSE and Oslo Børs. Trading in our common shares therefore will take place in difference currencies (U.S. dollars on the NYSE and NOK on Oslo Børs) and at different times (resulting from different time zones, different trading days and different public holidays in the United States and Norway). The trading prices of our common shares on these two markets may differ as a result of these or other factors. Any decrease in the price of our common shares on either of these markets could cause a decrease in the trading prices of our common shares on the other market.

Any dividend payments on our shares would be denominated in U.S. dollars and any shareholder whose principal currency is not the U.S. dollar would be subject to risks of exchange rate fluctuations.

Our common shares are, and any cash dividends or other distributions to be declared in respect of them, if any, will be denominated in U.S. dollars. Shareholders whose principal currency is not the U.S. dollar will be exposed to foreign currency exchange rate risk. Any depreciation of the U.S. dollar in relation to such foreign currency will reduce the value of such shareholders' common shares and any appreciation of the U.S. dollar in relation to such foreign currency will increase the value in foreign currency terms. In addition, we may not offer our shareholders the option to elect to receive dividends, if any, in any other currency. For shareholders trading our common shares through Oslo Børs, any future dividends will be distributed in NOK through Euronext Securities Oslo (the "VPS"). Consequently, shareholders may be required to arrange their own foreign currency exchange, either through a brokerage house or otherwise, which could incur additional commissions or expenses.

You may be liable to pay taxes on dividends or distributions from us or on any income or gains otherwise resulting from your ownership of our shares including any gains as a result of an increase in value of the shares, if any.

You may be liable to pay taxes on income from dividends or distributions or on any gains or income resulting from your ownership of our shares. We advise you to consult your advisors regarding the tax consequences of dividends or other distributions made by us or of any income or gains otherwise resulting from your ownership of our shares, including any gains as a result of an increase in value of the shares, if any.

Currently, there is no withholding tax on dividends in Bermuda. Additionally, there is currently no withholding tax on dividends in Singapore, which will be our jurisdiction of incorporation following the Redomiciliation. We cannot assure you that withholding taxes will not be implemented in the future in the jurisdiction in which we are incorporated at the time. If withholding taxes are implemented on dividends or other

distributions in the country in which we are incorporated, our shareholders residing in other countries may not be able to credit the amount of such withholding tax to any tax due on such dividends or other distributions in any country other than the country of our incorporation. As a result, such shareholders may be subject to double taxation in respect of such dividends or other distributions.

We do not know whether a market for our common shares will develop to provide you with adequate liquidity. If our share price fluctuates after this listing, you could lose a significant part of your investment.

Our common shares currently trade on Oslo Børs and over the counter in the United States on the OTCQX market. There is therefore no established market for our common shares in the United States. Although we intend to list our common shares on the NYSE, an active, liquid, and orderly trading market for our common shares may never develop, or if one develops, it may not be sustained following this listing. Accordingly, no assurance can be given as to the following:

- the likelihood that an active trading market for our common shares will develop or be sustained;
- the liquidity of any such market;
- the ability of our shareholders to sell their common shares; or
- the price that our shareholders may obtain for their common shares.

If an active market does not develop or is not sustained, the market price of our common shares may decline, and you may not be able to sell your shares of our common shares. Even if an active trading market develops for our common shares subsequent to this listing, the market price of our common shares may be highly volatile and subject to wide fluctuations. Our financial performance, government regulatory action, tax laws, interest rates and market conditions in general could have a significant impact on the future market price of our common shares.

Furthermore, in recent years, the stock market has experienced significant price and volume fluctuations. This volatility has had a significant impact on the market price of securities issued by many companies, including companies in our industry. The changes frequently appear to occur without regard to the operating performance of the affected companies. Hence, the price of our common shares could fluctuate based upon factors that have little or nothing to do with our operations, and these fluctuations could materially reduce the price of our common shares and materially affect the value of your investment in our common shares.

The requirements of being a public company in the United States, including compliance with the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act, may strain our resources, increase our costs, and absorb a significant amount of time of management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

As a public company listed in both Norway and the United States, we will need to comply with new requirements under a number of laws and regulations, including the Securities Exchange Act of 1943, as amended (the “Exchange Act”), related rules and regulations of the SEC, certain corporate governance provisions of the Sarbanes-Oxley Act, and the requirements of the NYSE, which we were not required to comply with previously. Complying with these statutes, regulations and requirements will absorb a significant amount of time of our Board of Directors and management and will significantly increase our costs and expenses. We may need to:

- institute a more comprehensive compliance function, including for financial reporting and disclosures;
- continue to prepare and distribute periodic public reports in compliance with our obligations under federal securities laws;
- comply with rules promulgated by the NYSE;
- continue to prepare and distribute periodic public reports in compliance with our obligations under federal securities laws;
- enhance our investor relations function;
- establish new internal policies, such as those relating to insider trading; and
- involve and retain to a greater degree outside counsel and accountants in the above activities.

The changes necessitated by becoming a public company in the United States require a significant commitment of resources and management oversight that has increased, and may continue to increase, our costs and might place a strain on our systems and resources. We may not be able to predict or estimate the amount of the additional costs we may incur, the timing of such costs or the degree of impact that our management's attention to these matters will have on our business. Such costs could have a material adverse effect on our business, financial condition, and results of operations.

Section 404 of Sarbanes-Oxley requires that we evaluate and determine the effectiveness of our internal controls over financial reporting. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. We intend to dedicate a significant amount of time and resources to ensure compliance with these regulatory requirements and to work with our legal, accounting and financial advisors to identify any areas in which changes should be made to our financial and management control systems to manage our growth and our obligations as a public company. We will continue to evaluate areas such as corporate governance, corporate control, internal audit, disclosure controls and procedures and financial reporting and accounting systems. We will make changes in any of these and other areas, including our internal control over financial reporting, which we believe are necessary. However, these and other measures we may take may not be sufficient to allow us to satisfy our obligations as a public company on a timely and reliable basis.

Additionally, the SEC recently proposed new rules relating to the climate and ESG-related disclosures in companies' annual reports and registration statements. The proposed rules would add extensive and prescriptive disclosure items requiring companies, including foreign private issuers, to disclose climate-related risks and greenhouse gas ("GHG") emissions. In addition, the proposed rules would require the inclusion of certain climate-related financial metrics in a note to companies' audited financial statements. We are currently assessing this rule but at this time we cannot predict the costs of implementation or any potential adverse impacts resulting from the rule. To the extent this rule is finalised as proposed, we could incur increased costs related to the assessment and disclosure of climate-related risks. In addition, enhanced climate disclosure requirements could accelerate the trend of certain stakeholders and lenders restricting or seeking more stringent conditions with respect to their investments in certain carbon intensive sectors.

In addition, we expect that being a public company subject to these rules and regulations may make it more difficult and more expensive for us to obtain directors and officers liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our Board of Directors or as executive officers. We are currently evaluating these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

Future offerings of debt securities, which would rank senior to our common shares upon our bankruptcy or liquidation, and future offerings of equity securities that may be senior to our common shares for the purposes of dividend and liquidation distributions, may adversely affect the market price of our common shares.

In the future, we may attempt to increase our capital resources by making offerings of debt securities or additional offerings of equity securities. Upon bankruptcy or liquidation, holders of our debt securities and preferred shares and lenders with respect to other borrowings will receive a distribution of our available assets prior to the holders of our common shares. Additional equity offerings may dilute the holdings of our existing shareholders or reduce the market price of our common shares, or both. Our preference shares, if any were issued, would have a preference on liquidating distributions and dividend payments, which could limit our ability to make a dividend distribution to the holders of our common shares. Our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control. As a result, we cannot predict or estimate the amount, timing or nature of our future offerings, and purchasers of our common shares bear the risk of our future offerings reducing the market price of our common shares and diluting their ownership interest in our company.

We cannot assure you that we will pay dividends on our common shares, and a number of factors, including, but not limited to, our earnings, commitments to service our debts, and the indebtedness covenants in our financing arrangements may limit our ability to pay dividends on our common shares.

Our Board of Directors may, in its sole discretion, from time to time, declare and pay cash dividends in accordance with our organizational documents and applicable law. We can only distribute dividends to shareholders out of funds legally available for such payments. We have adopted a dividend policy according to which the payout percentage of net profit is determined based on our level of net loan-to-value; however, the final amount of dividend is to be decided by our Board of Directors. Any changes to our dividend policy could adversely affect the market price of our common shares. The timing and amount of any dividends declared will depend on, among other things, our capital requirements, including capital expenditure commitments, financial condition, general business conditions, legal restrictions, and any restrictions under borrowing arrangements or other contractual arrangements in place at the time. Therefore, there can be no assurance that we will pay any dividends to holders of our common shares or as to the amount of any such dividends. In addition, our historical results of operations, including cash flows, are not indicative of future financial performance, and our actual results of operations could differ significantly from our historical results of operations.

In addition, the markets in which we operate the vessels in our Combined Fleet are volatile and we cannot predict with certainty the amount of cash, if any, available for distribution as dividends in any period. We may also incur expenses or liabilities or be subject to other circumstances in the future that reduce or eliminate the amount of cash that we have available for distribution as dividends, including as a result of the risks described in this Registration Statement. If additional financing is not available to us on acceptable terms or at all, our Board of Directors may determine to finance or refinance asset acquisitions with cash from operations, which would reduce the amount of cash available for the payment of dividends. See "*Item 8. Financial Information – A. Consolidated Statements and Other Financial Information – Dividend Policy.*" Additional factors that could affect our ability to pay dividends include statutory and contractual limitations on the ability of our subsidiaries to pay dividends to us, including under current or future debt arrangements, encumbered cash, economic conditions, including the impact of the COVID-19 pandemic and macroeconomic impacts on our business and financial condition, such as inflationary pressure, and other factors the Board of Directors may deem relevant.

As a foreign private issuer, we are permitted to, and we will, adopt certain home country practices in relation to corporate governance that differ significantly from NYSE corporate governance standards applicable to U.S. issuers. This may afford less protection to our shareholders.

As a foreign private issuer, we are not subject to the same disclosure and procedural requirements as domestic U.S. registrants under the Exchange Act. For instance, we are not required to prepare and file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act, we are not subject to the proxy requirements under Section 14 of the Exchange Act, and we are not required to comply with Regulation FD, which restricts the selective disclosure of material non-public information. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act. Moreover, we will be permitted to disclose compensation information for our executive officers on an aggregate, rather than an individual, basis because individual disclosure is not required under Singapore law. However, we do intend to furnish our shareholders with annual reports containing financial statements audited by our independent auditors and to make available to our shareholders quarterly reports containing unaudited financial information for each of the first three quarters of each financial year.

Rule 303A.01 of the NYSE corporate governance listing rules requires listed companies to have, among other things, a majority of their board members be independent. Though as a foreign private issuer we are permitted to follow home country practice in lieu of the above requirement, under which there is such requirement, we expect to have a majority of independent directors. Should we instead rely on the "foreign private issuer" exemptions, our shareholders may be afforded less protection than they otherwise would enjoy under the NYSE corporate governance standards applicable to U.S. domestic issuers. See "*Item 6. Directors, Senior Management and Employees – C. Board Practices*."

We could lose our foreign private issuer status under U.S. securities laws. The regulatory and compliance costs to us under U.S. securities laws as a U.S. domestic issuer may be significantly higher. We would then also be required to file periodic reports and registration statements on U.S. domestic issuer forms with the SEC, which are more detailed and extensive than the forms available to a foreign private issuer. We may then also be

required to modify certain of our policies to comply with good governance practices associated with U.S. domestic issuers. Such conversion and modifications will involve additional costs. In addition, we would then lose our ability to rely upon exemptions from certain corporate governance requirements on NYSE that are available to foreign private issuers.

Future sales or issuances of our common shares in the public markets, or the perception that they might occur, could cause the price of our common shares to decline, could dilute your voting power and your ownership interest in us and/or could lead to a loss of all or part of your investment.

Sales of a substantial number of our common shares in the public market after this listing, particularly sales by our directors, executive officers and significant shareholders, or the perception that these sales could occur, could adversely affect the market price of our common shares and may make it more difficult for you to sell your common shares at a time and price that you deem appropriate. These sales could also impair our ability to raise additional capital through the sale of our equity securities in the future.

Subject to limited exceptions, all of our common shares outstanding are freely tradable without restrictions or further registration under the Securities Act of 1933, as amended (the "Securities Act"), except for any shares held by our affiliates as defined in Rule 144 under the Securities Act ("Rule 144").

We intend to enter into a shareholder rights agreement with BW Group which will give BW Group rights to require us to file registration statements covering the sale of their shares or to include such shares in registration statements that we file for ourselves. See "*Item 7. Major Shareholders and Related Party Transactions – B. Related Party Transactions*" for additional information on this agreement.

As at December 31, 2023, our issued (and fully paid up) share capital was $5,068,201.70 which was represented by 506,820,170 common shares (which included 2,626,651 treasury shares). On January 2, 2024, we issued additional common shares and the total number of issued (and fully paid up) shares increased to 510,251,747 with the share capital increasing to $5,102,517.47. We may also issue our common shares or securities convertible into our common shares from time to time in connection with a financing, acquisition, investment or otherwise. Any such issuance, or the perception that these issuances could occur, could result in substantial dilution to our existing shareholders and could cause the market price of our common shares to decline. Such issuances could also impair our ability to raise additional capital though the sale of our equity securities in the future.

We have identified material weaknesses in our internal control over financial reporting that could, if not remediated, result in material misstatements in our financial statements. If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, shareholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common shares.

Upon the effectiveness of this Registration Statement, we will be subject to Section 404 of the Sarbanes-Oxley Act which requires that we include a report from our management on our internal control over financial reporting in our second annual report on Form 20-F. In addition, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting in our second annual report on Form 20-F.

In connection with the preparation of this Registration Statement, we and our independent registered public accounting firm have identified three material weaknesses in our internal control over financial reporting. The Public Company Accounting Oversight Board defines a "material weakness" as a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the registrant's annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses identified relate to (i) not having a sufficient number of personnel with an appropriate level of IFRS accounting skills, SEC reporting knowledge and experience and training in internal controls over financial reporting; (ii) not having sufficient information technology controls and documentation; and (iii) the review process over assumptions and inputs used in several key accounting estimates. It is important to note that we did not undertake a comprehensive assessment of our internal controls for purposes of identifying and reporting control deficiencies as we will be required to do so after we are a public company. Had we undertaken such an assessment, additional significant deficiencies and/or material weaknesses may have been identified. The material weaknesses identified have resulted in the restatement of our

financial statements for the years ended December 31, 2022 and 2021. See "*Item 5. Operating and Financial Review and Prospects - Restated financial statements*" for additional information on the restatement of our financial statements.

We are committed to improving our financial organization and we are in the process of implementing a number of measures to address the material weaknesses identified, including, among other things, (i) hiring additional accounting and reporting personnel with adequate knowledge, skills, experience and training; and (ii) formalizing existing and implementing additional internal control procedures and policies to improve the information technology process and financial reporting process.

While we are working to remediate these material weaknesses as quickly and efficiently as possible, at this time we cannot provide an estimate of costs expected to be incurred in connection with implementing this remediation plan. The remediation measures may be time consuming, costly and might place significant demands on our financial, management, and operational resources. If we are unable to successfully and timely remediate these material weaknesses and/or if we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented, or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404, meet our reporting obligations, avoid material misstatements in our financial statements, or anticipate and identify accounting issues or other financial reporting risks that could materially impact our consolidated financial statements.

Even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is adverse if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated, or reviewed, or if it interprets the relevant requirements differently than we do.

If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which could cause shareholders to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations and financial condition, and lead to a decline in the trading price of our common shares. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and could subject us to potential delisting from the NYSE, regulatory investigations and civil or criminal sanctions, which could harm our business and financial condition, and which would require additional financial and management resources. We may also be required to restate our financial statements from prior periods.

The historical financial information in this Registration Statement may make it difficult to accurately predict our costs of operations in the future.

The historical financial information in this Registration Statement does not reflect the added costs we expect to incur as a U.S. listed public company or the resulting changes that will occur in our capital structure and operations and as a result of the listing. Additionally, the historical financial information in this Registration Statement does not reflect additional costs, if any, resulting from our re-domiciliation to Singapore and the re-domiciliation of certain of our subsidiaries to Singapore. For more information on our historical financial information, see "*Item 5. Operating and Financial Review and Prospects – A. Operating Results*" and our consolidated financial statements included elsewhere in this Registration Statement.

Risks Related to Our Redomiciliation

Currently, rights of shareholders are governed by the laws of Bermuda and the Memorandum of Association and Bye-laws of Hafnia (Bermuda) while following our Redomiciliation, rights of shareholders will be governed by the laws of Singapore and the Constitution of Hafnia (Singapore), and accordingly certain rights of shareholders will change as a result of the Redomiciliation, which may adversely affect the position of shareholders.

Following our Redomiciliation, the Constitution will be the constitutive document of Hafnia (Singapore). This new constitutive document and Singapore law will contain provisions that differ from those included in the Memorandum of Association and Bye-laws and the laws of Bermuda and, therefore, certain rights as a shareholder of Hafnia (Singapore) may differ materially from the rights currently possessed as a shareholder of

Hafnia (Bermuda). See "*Item 10. – B. Memorandum of Association and Bye-laws – Comparison of Shareholder Rights*" for a description of the material differences between the rights of shareholders of Hafnia (Bermuda) under the Memorandum of Association and Bye-laws and the laws of Bermuda, compared to the rights of shareholders of Hafnia (Singapore) under the Constitution and Singapore law. Such differences and other changes in the applicable law and Hafnia's constitutive documents may adversely affect the position of shareholders.

After the Redomiciliation, we will be incorporated in Singapore and the rights of our shareholders may differ from the rights and protections typically offered to shareholders of a corporation organised in Delaware.

After the Redomiciliation, we will be incorporated under the laws of Singapore. The rights of holders of our shares will then be governed by Singapore law, including the provisions of the Singapore Companies Act and by our Constitution to be in effect upon the Redomiciliation. These rights may differ in certain respects from the rights of shareholders in typical U.S. corporations organised in Delaware. The principal differences are set forth in "*Item 10. Additional Information – A. Share Capital*" and "*Item 10. Additional Information – B. Memorandum of Association and Bye-laws*."

The Redomiciliation may not be implemented or may not be implemented in a timely manner.

Completion of the Redomiciliation is contingent on factors and circumstances of which some are not, or not completely, within the control of Hafnia. As a result, the Redomiciliation may not be implemented or may not be implemented according to the timeline as currently foreseen by Hafnia, including as a result of the following factors and circumstances:

- the implementation of the Redomiciliation may be subject to litigation on any grounds, which may delay or otherwise frustrate the implementation of the Redomiciliation;
- the implementation of the Redomiciliation will be subject to stringent eligibility criteria set by Singapore's Corporate Registry or other relevant authorities, which may delay or otherwise frustrate the implementation of the Redomiciliation; and
- the implementation of the Redomiciliation will be subject to receiving necessary approvals from relevant stakeholders, which may delay or otherwise frustrate the implementation of the Redomiciliation.

Hafnia may also decide to implement the Redomiciliation at another time than currently envisioned. In addition, the Board of Directors in its discretion may decide not to implement the Redomiciliation at all.

The change in regulatory regime involves uncertainty as to the implications, and adapting to such new regime may lead to substantial costs and require substantial time spent by Hafnia's management.

Following the Redomiciliation, we will be incorporated in Singapore and be subject to Singapore laws and regulations. Although we believe we are familiar with the applicable Singapore laws and regulations due to having subsidiaries incorporated in Singapore and that we have sufficiently prepared for the Redomiciliation prior to the completion hereof, the change in regulatory regime and the actions needed to adapt thereto may require additional commitments of resources, may lead to substantial costs and may require additional attention from management. We may not be able to predict or estimate the amount of the additional costs we may incur, the timing of such costs or the degree of impact that our management's attention to these matters will have on our business. Such costs could have a material adverse effect on our business, financial condition, and results of operations.

Changes in facts, law, policy or practice may result in adverse tax consequences to Hafnia and its shareholders in relation to the Redomiciliation and Hafnia (Singapore) going forward.

Certain aspects of the tax treatment of the Redomiciliation and Hafnia (Singapore) going forward depend on determinations of facts and interpretations of applicable tax laws for which no clear precedent or authority is available. Relevant tax laws, and case law, policies and practices on their application and interpretation are continuously under review and are subject to change, which may result in new or revised interpretation or application of relevant statutory provisions, statutory changes, or revisions to regulations, policies and decrees. The expected tax treatment of the Redomiciliation and Hafnia (Singapore) going forward may be modified by administrative, legislative or judicial interpretation or changes at any time, and any such action may apply on a

retroactive or retrospective basis. This could lead to additional taxes to be paid by Hafnia (Singapore) and consequently, Hafnia (Singapore) may have to engage in tax litigation to defend or achieve results reflected in prior estimates, declarations or assessments which may be time-consuming and expensive.

For a discussion of the material Singapore tax and U.S. federal income tax considerations of the Redomiciliation, see "*Item 10. Additional Information – E. Taxation*."

Hafnia (Singapore) will seek to maintain its management and organizational structure in such a manner that its place of effective management would be in Singapore for Singapore tax law purposes. However, the determination of whether Hafnia (Singapore) has a presence for relevant tax purposes in a jurisdiction other than Singapore, is largely a question of fact, based on all relevant circumstances. Further, eligibility for relief from source taxation (such as withholding taxes) under relevant tax treaties or domestic tax law may be subject to further conditions. Changes to applicable facts and circumstances may have a bearing on the determination of whether Hafnia (Singapore) has a presence for relevant tax purposes in a jurisdiction other than Singapore and/or eligibility to relief under any tax treaty or domestic tax law.

The Redomiciliation may result in adverse tax consequences to our shareholders.

The Redomiciliation may result in adverse tax consequences to shareholders and hence shareholders, and especially shareholders which are resident for tax purposes in jurisdictions other than Bermuda or the United States, should consult their tax advisors regarding the tax consequences of the Redomiciliation.

For a discussion of the material Singapore tax and U.S. federal income tax considerations of the Redomiciliation, see "*Item 10. Additional Information – E. Taxation.*"

The Redomiciliation may have an adverse effect on trading, liquidity and the price of the common shares on the stock exchanges upon which our shares are listed and tradeable, as some shareholders may not wish to hold shares of a Singapore issuer, and this could negatively affect trading, liquidity and the price of the common shares.

As a result of the Redomiciliation, Hafnia (Singapore) will have its legal domicile in Singapore. Certain shareholders may, pursuant to their investment policies, not be able to, or otherwise wish not to, hold or invest in shares of a Singapore issuer, which may, as a result, have an adverse effect on trading, liquidity and the price of the common shares.

Under Singapore law, shareholder approval is required to allow us to issue new shares. Our Board of Directors may in the future be granted authorization to issue new shares without additional shareholder approval and our issuance of such shares may dilute the ownership interests of existing shareholders and negatively impact the price of our common shares.

Under Singapore law, shareholder approval is required to allow us to issue new shares. At a general meeting, the Board of Directors may be granted certain authorizations to increase our issued share capital by issuance of shares or by instruments that may or will require shares to be issued, including but not limited to warrants. This authorization, unless revoked or varied by the company in a general meeting, would continue to be in force until the conclusion of the next annual general meeting or the date by which the next annual general meeting is required by law to be held, whichever is earlier.

The issuance by us of additional securities may have the following effects:

- our existing shareholders' proportionate ownership interest in us may decrease;
- the market price of our common shares may decline;
- the amount of cash available for dividends or interest payments may decrease;
- the relative voting strength of previously issued outstanding securities may be diminished.

In accordance with our remuneration policy, members of our Board of Directors have, as part of the long-term incentive program, granted certain members of our senior management and key employees Restricted Share Units ("RSUs") in the form of restricted stock options as well as options for the acquisition of shares in us. The options and RSUs aim at incentivizing the employees to seek to improve our performance and thereby our share price for the mutual benefit of the respective recipients of options and RSUs and our shareholders. It is

intended that these RSUs will be amended to allow the acquisition of shares in Hafnia (Singapore) following the Redomiciliation. There was an aggregate of 6,285,507 options and 462,357 RSUs outstanding as at December 31, 2023. See "*Item 6 – Directors, Senior Management and Employees – B. Compensation of Directors and Executive Officers*" for additional information on these options and RSUs.

Singapore law and provisions in our Constitution following our Redomiciliation may have anti-takeover effects that could discourage an acquisition of us by others, even if an acquisition would be beneficial to our shareholders and may prevent replacement or removal of the members of our Board of Directors.

Certain provisions of Singapore law, our Bye-laws, and our Constitution following our Redomiciliation may have the effect of delaying or preventing a change in control of us or changes in our Board of Directors. For example, Singapore law and our Constitution following our Redomiciliation will include provisions that establish an advance notice procedure for shareholder approvals to be brought before a general meeting of our shareholders, including proposed nominations of persons for election to our Board of Directors. Such provisions could delay or prevent hostile takeovers and changes in control or changes in our Board of Directors. In addition, these provisions may adversely affect the market price of shares or inhibit fluctuations in the market price of our shares that could otherwise result from actual or rumoured takeover attempts.

The Singapore Code on Take-Overs and Mergers (the "Singapore Take-over Code") will also apply to us following our Redomiciliation. We have submitted a waiver to the Securities Industry Council ("SIC") for a waiver of the Singapore Take-over Code so that the Singapore Take-over Code will not apply to us as long as we are not listed on a securities exchange in Singapore. If at the time of a takeover offer the Singapore Take-over Code applies to us, we would be subject to a number of rules and restrictions. For a detailed description of the anti-takeover provisions in our Bye-laws, our Constitution following our Redomiciliation, and the Singapore Take-over Code, see "*Item 10 – Additional Information – B. Memorandum of Association and Bye-laws – Anti- Takeover Effect of Certain Provisions of our Bye-laws*" and "*– Singapore Code on Take-Overs and Mergers*."

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

We are an exempted company limited by shares incorporated under the laws of Bermuda on April 29, 2014 with company registration number 49023 and legal name "Hafnia Limited." We expect to be incorporated in Singapore following a re-domiciliation of the Company from Bermuda to Singapore by way of a discontinuance from Bermuda and continuance into Singapore pursuant to Section 132G of the Bermuda Companies Act. We have operated under the name Hafnia Limited from January 16, 2019 to the date of this Registration Statement, under the name BW Tankers Limited from February 13, 2018 to January 16, 2019, and under the name BW Pacific Limited from our incorporation on April 29, 2014 to February 13, 2018. We are a holding company, and all of our operations are performed through our subsidiaries.

We are one of the world's largest operators of chemical and product tankers. Our activities are primarily the transportation of refined oil, other petroleum products and certain chemical products. We are active in the tanker market from Handy size tankers to LR2 tankers and one of our pools also operates in the market for specialised tankers.

As at December 31, 2023, our fleet of Hafnia Vessels and TC Vessels comprised 119 vessels. All Hafnia Vessels and TC Vessels are owned, leased (sale and lease-back arrangement) or time chartered-in by our subsidiaries. We have three vessel-owning joint ventures which as at December 31, 2023 operated 11 JV Vessels and had five newbuilds on order, one of which was delivered on February 28, 2024. In addition to our Hafnia Fleet, as at December 31, 2023, we operated 71 Pool Vessels owned by third parties through our Pools and from time to time commercially manage additional vessels for third parties.

We have in-house commercial and technical vessel management operations. We provide in-house commercial management to all of the vessels in our Combined Fleet apart from the vessels in the Andromeda Joint Venture and, as at December 31, 2023, provided in-house technical management for 57 of our Hafnia Vessels and JV Vessels with the remaining 59 Hafnia Vessels and JV Vessels being managed by third-party technical managers. The vessels in our Hafnia Fleet primarily trade through our Pools; however, we charter certain Hafnia Vessels, JV Vessels and TC Vessels directly to customers on time charters or voyage charters.

It is contemplated that at the annual general meeting to be held in May 2024, the Company will present to its shareholders for approval the redomiciliation of the Company to Singapore under the name of Hafnia Limited by way of a discontinuance from Bermuda and continuing to Singapore pursuant to Section 132G of the Bermuda Companies Act (the "Redomiciliation"). Presuming the Redomiciliation is approved, the business, assets and liabilities of Hafnia Limited and its subsidiaries prior to the Redomiciliation will be the same as Hafnia Limited immediately after the Redomiciliation on a consolidated basis, as well as its financial year. In addition, the directors and executive officers of Hafnia Limited immediately after the Redomiciliation will be the same individuals who were directors and executive officers, respectively, of Hafnia Limited immediately prior to the Redomiciliation.

Currently, our principal executive offices are located at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton HM EX, Bermuda. After the Redomiciliation, our principal executive offices will be located at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438.

You can reach us in our Bermuda office at +1 441 295 3770. After the Redomiciliation, you can reach us in our Singapore office at +65 6434 3770. Our agent for service of process in the United States is Hafnia US, LLC and its address is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, United States. We also have offices in Singapore, Copenhagen (Denmark), Houston (United States), Mumbai (India), Dubai (United Arab Emirates) and Monaco.

Our website is https://www.hafniabw.com/. Information contained on our website does not constitute part of and is not incorporated by reference into this Registration Statement. We have included our website address in this Registration Statement solely as an inactive textual reference. The SEC maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. None of the information contained on, or that can be accessed through, these websites is incorporated into or forms a part of this Registration Statement.

Our current corporate organization is the result of a 2019 merger between Hafnia Tankers and BW Tankers. The merger, completed on January 16, 2019, was carried out by way of a triangular merger, where Hafnia Tankers first merged with BW Tankers Corporation (a wholly-owned subsidiary of BW Tankers) with BW Tankers Corporation being the surviving and continuing entity. Thereafter, on January 21, 2019, BW Tankers Corporation merged with BW Tankers (which by then had changed its name to Hafnia Limited with effect from January 16, 2019) in a statutory parent and subsidiary short form merger with BW Tankers being the surviving and continuing entity.

On November 8, 2019, our shares commenced trading on Oslo Axess under the ticker code "HAFNIA." On April 30, 2020, we were transferred from Oslo Axess to Oslo Børs and began trading under the ticker code "HAFNI." On February 28, 2023, we began trading on the OTCQX® Best Market, New York, under the ticker (OTCQX: HAFNF).

Vessel acquisitions and divestments

We are committed to a strategy of continuous fleet renewal and therefore complete divestments and acquisitions of vessels from time to time to ensure that our Hafnia Fleet is optimally structured.

In the period from January 1, 2024 until the date of this Registration Statement, we have not acquired any vessels (excluding the acquisition of vessels by the utilisation of purchase options in our sale and lease-back arrangements); however, we have taken delivery of one newbuild LR2-vessel in our Vista Joint Venture (as defined below).

In 2023, we divested six older vessels and acquired four vessels which have been named Hafnia Atlantic, Hafnia Pacific, Hafnia Pioneer and Hafnia Valentino. Additionally, we took delivery of three newbuild LR2-vessels in our Vista Joint Venture (as defined below).

In 2022, we acquired 44 new vessels (through the acquisition of 12 product tankers from Scorpio Tankers Inc. ("Scorpio") and the acquisition of the CTI Fleet in the CTI Transaction both as described below) and divested 18 vessels. Eight of the vessels divested in 2022 were stainless steel vessels acquired by us in connection with the CTI Transaction. We divested these non-core assets to Ace Tankers Management B.V. In addition to these eight vessels, we divested four LR1 and six Handy vessels in line with our ongoing fleet renewal strategy.

We note that the above does not include any vessel acquisition pursuant to purchase options or purchase obligations in our sale and lease-back arrangements. Our sale and lease-back arrangements are further described in "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources – Financing Agreements*".

Acquisition of Chemical Tankers Inc.'s fleet of vessels

On January 27, 2022, we completed the acquisition of 32 modern-fuel efficient chemical and product tanker vessels (the "CTI Fleet") through the acquisition of Chemical Tankers Inc. and its subsidiaries ("CTI") (the "CTI Transaction"). Immediately after closing of the CTI Transaction, we transferred all shares in CTI to our wholly-owned subsidiary Hafnia Holding II Limited. As consideration for the acquisition, the shareholders of CTI received 99,199,394 shares in Hafnia. The consideration shares consisted of a combination of existing shares and newly issued shares. The vessels in the CTI Fleet were built between 2015 and 2017. As described above, we have divested eight of the vessels acquired in the CTI Transaction.

The remaining 24 vessels have been included in our Hafnia Fleet and now operate in our Chemical-MR Pool and Chemical-Handy Pool.

Acquisition of 12 LR1 product tankers from Scorpio Tankers Inc.

On January 27, 2022, we announced our acquisition of a fleet of 12 LR1 product tankers from Scorpio. The total consideration paid to Scorpio for the vessels was $413.8 million. The vessels were built in 2015 (1) and 2016 (11) in South Korea.

On February 24, 2022, we (as guarantor) and our subsidiary, Hafnia Pools Pte. Ltd. (as charterer), entered into a sale and lease-back agreement with ICBC Financial Leasing Co., Ltd. ("ICBCL") for the financing of

these vessels. See "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources*" for additional information on this financing arrangement. We have delivered all vessels to ICBCL and all vessels have been bareboat chartered back to our subsidiary Hafnia Pools Pte. Ltd.

Joint Ventures

Vista Joint Venture

We are joint venture partners with CSSC (Hong Kong) Shipping Company Limited ("CSSC") in Vista Shipping Pte. Ltd. ("Vista Shipping") (the "Vista Joint Venture"). The Vista Joint Venture builds and operates LR1 and LR2 product tanker vessels. Vista Shipping and several of the subsidiaries of Vista Shipping were initially incorporated in Marshall Islands; however, these companies have been redomiciled to Singapore. We and CSSC have joint control over the Vista Joint Venture and each have 50% ownership interest. In accordance with the agreement under which the Vista Joint Venture was established, we and CSSC have agreed to provide shareholder loans in proportion to our interest to finance the newbuild program in the Vista Joint Venture. As at the date of this Registration Statement, the fleet of the Vista Joint Venture comprises six LR1 vessels and four LR2 vessels. The LR1 vessels are trading in the Hafnia LR1 Pool. The LR2 vessels are chartered to Total or Equinor on long-term time charters.

Andromeda Joint Venture

We are joint venture partners with Andromeda Shipholdings Ltd. ("Andromeda Shipholdings") in H&A Shipping Ltd. ("H&A Shipping") (the "Andromeda Joint Venture"). We and Andromeda Shipholdings have joint control over the Andromeda Joint Venture and each have 50% ownership interest. H&A Shipping is domiciled in Marshall Islands and its subsidiaries Green Stars Shipping Ltd. and Yellow Star Shipping Ltd. are domiciled in Liberia. In accordance with the agreement under which the Andromeda Joint Venture was established, we and Andromeda Shipholdings have agreed to provide shareholder loans in proportion to our interest to finance the newbuild program in the Andromeda Joint Venture. The fleet of the Andromeda Joint Venture comprises two MR vessels; Yellow Stars and PS Stars. Both vessels are time chartered to Clearlake on long-term time charters.

Ecomar Joint Venture

We are joint venture partners with Socatra in Ecomar Shipholding SAS. We and Socatra each have 50% ownership interest. The Ecomar Joint Venture is managed in France and controlled by a Management Committee primarily comprising persons living in France. In connection with the Ecomar Joint Venture, we have ordered four newbuild MR-vessels from GSI. The shipbuilding contracts relating to these vessels were originally entered into between Hafnia SG Pte. Ltd. and the yard but were novated to the Ecomar Joint Venture in October 2023. In accordance with the agreement under which the Ecomar Joint Venture was established, we and Socatra have agreed to provide shareholder loans in proportion to our interest to finance the newbuild program in the Ecomar Joint Venture. Each of the four vessels in the Ecomar Joint Venture will be time chartered to Total on long-term time charters.

Potential new joint venture

We are in the early stages relating to the potential establishment of a joint venture on the development of a sustainable hydrocarbon fuels plant (subject to FID) to produce low carbon blue methanol and at a later state sustainable aviation fuel. This project would additionally aim to develop new sustainable shipping opportunities within CO2, methanol, and sustainable aviation fuel. As at the date of this Registration Statement, no joint venture company has been established.

Alternative Investments

In addition to investments in vessels, we have made and will from time to time make alternative investments, such as investments in start-ups or investments in certain projects or companies. In the past, we have for example invested in projects relating to the production of green energy and projects regarding development of technologies which can possibly be used in our business in a short, medium, or long term perspective. We do not consider these investments a material part of our business.

Pools

For information regarding our Pools, see "*Item 4. Information on the Company – B. Business Overview – Our Business*."

Our Hafnia Fleet

For information regarding our Hafnia fleet, including the development of our Hafnia fleet, see "*Item 4. Information on the Company – B. Business Overview – Our Business*."

Our Redomiciliation

We intend to change our jurisdiction of incorporation from Bermuda to Singapore, and we refer to this change as the "Redomiciliation."

The Redomiciliation will change our jurisdiction of incorporation from Bermuda to Singapore and, as a result, our constitutional documents will change and will be governed by Singapore law rather than Bermuda law. There are differences between the governing corporate law of Bermuda and Singapore. We describe these and other changes in more detail under "*Item 10. – B. Memorandum of Association and Bye-laws – Comparison of Shareholder Rights*." However, our business, assets and liabilities on a consolidated basis, as well as our Board of Directors and executive officers, will be the same upon completion of the Redomiciliation as they are prior to the Redomiciliation.

Our Board of Directors believes that there are advantages to the Redomiciliation. As a well-established shipping and ship management centre, Singapore is expected to provide many benefits to the Company. Singapore's political stability, strong legal framework, and well-developed financial sector provide a secure foundation for business operations. Singapore also offers a comprehensive range of maritime services, including ship management, ship financing, legal services, and insurance, creating a conducive environment for shipowning businesses. With a highly skilled workforce with expertise in various aspects of the maritime industry, Singapore also encourages maritime companies to establish operations in Singapore through providing competitive tax incentives. Additionally, within our corporate structure, we currently have several entities that are Singapore-domiciled, which has proven to be highly advantageous for our operations. This Redomiciliation will allow us to consolidate our entities in Singapore, optimizing our corporate structure and enhancing the efficiency of our overall management and operational coordination.

See "*The Redomiciliation*" for a more comprehensive description of the Redomiciliation.

Recent Developments

On January 2, 2024, we issued 3,431,577 new common shares to BW Group. The share issuance was announced on December 27, 2023, but due to administrative reasons was not completed before January 2, 2024.

On January 26, 2024, we announced the establishment of a new pool, the Hafnia Panamax Pool. Our primary partner in the Hafnia Panamax Pool will be Mercuria (Mercuria Shipping Sarl). We expect the pool to launch in March 2024 and that it will initially contain 10 vessels.

On February 28, 2024, Hafnia Lillesand was delivered to the Vista Joint Venture.

B. Business Overview

As at December 31, 2023, we are one of the world's largest operators of chemical and product tankers and provide transportation of oil and oil products to leading international oil companies and national oil companies, major chemical companies, as well as trading and utility companies. The vessels in our Combined Fleet primarily transport petroleum products and chemicals and operate globally and throughout the whole year. See below for additional information on our Combined Fleet.

Competitive Landscape

We operate in markets that are highly competitive and highly influenced by supply and demand. We compete against other owners and operators of chemical and product tankers in a market where ownership is highly fragmented and our competitors include other publicly listed companies, major oil companies, state-controlled entities and private ship-owners.

We compete for charters on the basis of price, vessel location, size, age and condition of the product tankers as well as our reputation as an operator. Competition is also affected by the availability of other vessels which can compete in the trades in which we engage.

Seasonality

We operate the vessels in our Combined Fleet in markets that have historically had seasonal variations in demand, and as a result thereof, variations in charter rates. Seasonal peaks in demand for oil and products we transport can broadly be classified into two main categories; (i) increased demand prior to the winters in the northern hemisphere due to increases in heating oil consumption and (ii) increased demand for gasoline prior to summer driving season in the United States. Unpredictable weather conditions and variations in oil supply may disrupt our scheduling. These seasonal variations may result in quarter-to-quarter volatility in our operating results as many of the vessels in our Combined Fleet operate in the spot market.

Our Business

As at December 31, 2023, we operated a Combined Fleet of 210 vessels (including the Hafnia Fleet (Hafnia Vessels, TC Vessels and JV Vessels), Pool Vessels and other commercially managed third-party vessels) of which 105 are Hafnia Vessels; 14 are TC Vessels and 16 are JV Vessels (including four newbuilds ordered in our Ecomar Joint Venture).

Our Combined Fleet operates globally, with a total carrying capacity of 11.2 million dwt as at December 31, 2023, and when compared to worldwide dwt as at March 1, 2024 as further detailed in the subsection "*-Industry*" below, has a current market share of 6% of operated product tankers worldwide within the segments in which we operate. As at December 31, 2023, the vessels in our Hafnia Fleet had an average age of approximately 3.2 years (LR2), 8.4 years (LR1), 8.2 years (MR) and 8.4 years (Handy), compared to the world LR2, LR1, MR, and Handy fleets' average age as at February 1, 2024 of approximately 10.5, 14.5, 12.5 and 16.5 years, respectively.

The vessels in our Hafnia Fleet are divided into four main operating segments which are based on the size and type of the vessels:

- Long Range II ("LR2") (85,000 – 124,999 dwt)
- Long Range I ("LR1") (55,000 – 84,999 dwt)
- Medium Range ("MR") (40,000 – 54,999 dwt)
- Handy size ("Handy") (25,000 – 39,999 dwt)

Additionally, we have in recent years from time to time, including through our Pools, operated vessels in two additional market segments:

- Stainless steel 25k ("Stainless" or "Chemical-Stainless") (25,000 dwt)
- Specialised size ("Specialised") (5,000 – 19,999 dwt)

The vessels in the Hafnia Fleet operate in all of the above-mentioned main operating segments (i.e., not in the Stainless and Specialised segments).

As at December 31, 2023, our Combined Fleet consists of the following vessels:

	Combined Fleet																				
	Hafnia Fleet															Commercial management (including Pool Vessels)			Total		
	Hafnia Vessels (Owned)			Hafnia Vessels (Sale and lease-back)			TC Vessels			JV Vessels			Total								
	Fleet	NB*	Total	Fleet	NB*	Total	Fleet	NB*	Total	Fleet	NB*	Total	Fleet	NB*	Total	Fleet	NB*	Total	Fleet	NB*	Total
Specialised	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	15	—	15	15	—	15
Handy	17	—	17	7	—	7	—	—	—	—	—	—	24	—	24	16[1]	—	16	40	—	40
MR	47	—	47	3	—	3	10	—	10	2[3]	4[4]	6	62	4	66	27[2]	—	27	89	4	93
LR1	10	—	10	15	—	15	4	—	4	6[5]	—	6	35	—	35	14	—	14	49	—	49

	Combined Fleet																				
	Hafnia Fleet																				
	Hafnia Vessels (Owned)			Hafnia Vessels (Sale and lease-back)			TC Vessels			JV Vessels			Total			Commercial management (including Pool Vessels)			Total		
LR2	6	—	6	—	—	—	—	—	—	3[5]	1[5][6]	4	9	1[6]	10	3	—	3	12	1[6]	13
Total	80	—	80	25	—	25	14	—	14	11	5	16	130	5	135	75	—	75	205	5	210

* Newbuilds

(1) Inclusive of vessels in Handy and Chemical-Handy Pool.

(2) Inclusive of vessels in MR and Chemical-MR Pool.

(3) Owned through 50% ownership in the Andromeda Joint Venture.

(4) Owned through 50% ownership in the Ecomar Joint Venture.

(5) Owned through 50% ownership in the Vista Joint Venture.

(6) This newbuild was delivered to the Vista Joint Venture on February 28, 2024.

Our Hafnia Fleet

See below for additional information on the vessels in our Hafnia Fleet:

Long range tankers (LR2)

As at December 31, 2023, our Hafnia Fleet comprised nine LR2 vessels; six Hafnia Vessels and three JV Vessels. Additionally, on February 28, 2024 our Vista Joint Venture took delivery of a new LR2 vessel. The LR2s can carry a wide range of oil and oil products, which includes gasoline, diesel, naphtha, kerosene, fuel, crude oil, etc.

The following table presents certain key information with respect to the LR2s in our Hafnia Fleet:

Vessel Name	Month/ Year built	Shipyard(*)	Cargo Capacity (dwt)	Flag	Ownership %	Classification Society(**)	IMO(***)	Employment Type
BW Neso	Jul-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Hafnia Despina	Jan-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Hafnia Galatea	Mar-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Hafnia Languedoc	Mar-23	GSI	109,999	Singapore	50%(1)	DNV	N/A	Time Charter
Hafnia Larissa	Apr-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Hafnia Larvik	Oct-23	GSI	109,999	Singapore	50%(1)	DNV	N/A	Time Charter
Hafnia Lillesand(2)	Feb-24	GSI	109,999	Singapore	50%(1)	DNV	N/A	Time Charter
Hafnia Loire	May-23	GSI	109,999	Singapore	50%(1)	DNV	N/A	Time Charter
Hafnia Triton	Oct-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Hafnia Thalassa	Sep-19	Daehan	109,990	Singapore	100%	LR	N/A	LR2 Pool
Total (10 vessels)			**1,099,936**					

(*) In the above table, Daehan refers to Daehan Shipbuilding Co., Ltd. and GSI refers to Guangzhou Shipyard International Co. Ltd.

(**) For a discussion regarding Classification Society see the below section "– *Classification Societies*" in this Item 4.

(***) For a discussion of IMO ship types see the below section "– *Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

(1) Owned through the Vista Joint Venture.

(2) Our Vista Joint Venture took delivery of this vessel on February 28, 2024.

Long range tankers (LR1)

As at December 31, 2023, our Hafnia Fleet comprised 35 LR1-vessels; 26 Hafnia Vessels, four TC Vessels, and six JV Vessels. The LR1s carry a wide range of oil and oil products which includes gasoline, diesel, naphtha, kerosene, fuel, crude oil, etc.

The following table presents certain key information with respect to the LR1s in our Hafnia Fleet.

Vessel Name	Month/ Year built	Shipyard(*)	Cargo Capacity (dwt)	Flag	Ownership %	Classification Society(**)	IMO(***)	Employment Type
Hafnia Africa	May-10	STX	74,539	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Asia	Jun-10	STX	74,490	Malta	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Australia	May-10	STX	74,539	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Beijing	Oct-19	GSI	74,999	Malta	50%(2)	DNV	2/3	LR1 Pool
Hafnia Exceed	Feb-16	STX	74,665	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Excel	Nov-15	STX	74,547	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Excellence	May-16	STX	74,613	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Excelsior	Jan-16	STX	74,665	Singapore	SLB(1)	ABS	N/A	LR1 Pool
Hafnia Executive	May-16	STX	74,431	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Expedite	Jan-16	STX	74,634	Singapore	SLB(1)	ABS	N/A	LR1 Pool
Hafnia Experience	Mar-16	STX	74,669	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Express	May-16	STX	74,663	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Guangzhou	Jul-19	GSI	74,999	Malta	50%(2)	DNV	2/3	LR1 Pool
Hafnia Hong Kong	Jan-19	GSI	74,999	Malta	50%(2)	DNV	2/3	LR1 Pool
Hafnia Kallang	Jan-17	STX	74,189	Singapore	100%	LR	N/A	LR1 Pool
Hafnia Nanjing	Jan-21	GSI	74,999	Singapore	50%(2)	DNV	2/3	LR1 Pool
Hafnia Nile	Aug-17	STX	74,189	Singapore	100%	LR	N/A	LR1 Pool
Hafnia Pioneer	Jun-13	DSME	81,305	Singapore	100%	LR	2	LR1 Pool
Hafnia Precision	Oct-16	SPP	74,997	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Prestige	Nov-16	SPP	74,997	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Pride	Jul-16	SPP	74,997	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Providence	Aug-16	SPP	74,997	Singapore	SLB(1)	DNV	N/A	LR1 Pool
Hafnia Seine	May-08	Dalian	74,998	Singapore	100%	ABS	N/A	LR1 Pool
Hafnia Shanghai	Jan-19	GSI	74,999	Malta	50%(2)	DNV	2/3	LR1 Pool
Hafnia Shenzhen	Aug-20	GSI	74,999	Singapore	50%(2)	DNV	2/3	LR1 Pool
Hafnia Shinano	Oct-08	Dalian	76,594	Singapore	100%	DNV	N/A	LR1 Pool
Hafnia Tagus	Mar-17	STX	74,151	Singapore	100%	LR	N/A	LR1 Pool
Hafnia Thames	Aug-08	Dalian	76,586	Singapore	100%	DNV	N/A	LR1 Pool
Hafnia Yangtze	Jan-09	Dalian	74,996	Singapore	100%	ABS	N/A	LR1 Pool
Hafnia Yarra	Jul-17	STX	74,189	Singapore	100%	LR	N/A	LR1 Pool
Hafnia Zambesi	Jan-10	Dalian	74,995	Singapore	100%	ABS	N/A	LR1 Pool
Kamome Victoria	May-11	MNSB	74,908	Panama	TC-in(3)	ClassNK	N/A	LR1 Pool
Karimata	Aug-19	Onomichi	79,885	Panama	TC-in(3)	ABS	N/A	LR1 Pool
Peace Victoria	Oct-19	Tsuneishi	77,378	Liberia	TC-in(3)	LR	2/3	LR1 Pool
Sunda	Jul-19	Onomichi	79,902	Panama	TC-in(3)	ABS	N/A	LR1 Pool
Total (35 vessels)			**2,638,702**					

(*) In the above table, STX refers to K Shipbuilding Co. Ltd. (formerly "STX Offshore and Shipbuilding Co. Ltd."); GSI refers to Guangzhou Shipyard International Co. Ltd.; DSME refers to Daewoo Shipbuilding & Marine Engineering Co., Ltd., Dalian refers to Dalian Shipbuilding Industry; MSNB refers to Minaminippon Shipbuilding Co. Ltd.; Tsuneishi refers to Tsuneishi Group (Zhoushan) Shipbuilding Inc.; Onomichi refers to Onomichi Dockyard Co. Ltd., and SPP refers to SPP Shipbuilding Co. Ltd.

(**) For a discussion regarding Classification Society see the below section "– *Classification Societies*" in this Item 4.

(***) For a discussion of IMO ship types see the below section "*Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

(1) SLB = Sale and lease-back.

(2) Owned through our Vista Joint Venture.

(3) TC-in = Time charter in.

Medium range tankers (MR)

As at December 31, 2023, our Hafnia Fleet comprised 62 MR-vessels; 50 Hafnia Vessels, ten TC Vessels and two JV Vessels.

The MRs carry a wide range of oil and oil products which includes gasoline, diesel, naphtha, kerosene, vegetable oil, fuel, crude oil, easy chemicals, etc.

The following table presents certain key information with respect to the MRs in our Hafnia Fleet.

Vessel Name	Month/ Year built	Shipyard(*)	Cargo Capacity (DWT)	Flag	Ownership %	Classification Society(**)	IMO(***)	Employment Type
Basset	Nov-19	JMU	49,875	Singapore	TC-in(3)	ClassNK	2/3	MR Pool
Beagle	Mar-19	JMU	49,850	Panama	TC-in(3)	ClassNK	2/3	MR Pool
Boxer	Jun-19	JMU	49,852	Singapore	TC-in(3)	ClassNK	2/3	MR Pool
Bulldog	Feb-20	JMU	49,856	Singapore	TC-in(3)	ClassNK	2/3	MR Pool
BW Bobcat	Aug-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
BW Egret	Nov-14	SPP	49,999	Singapore	100%	ABS	2/3	MR Pool
BW Falcon	Feb-15	SPP	34,999	Singapore	100%	ABS	2/3	Time Charter
BW Jaguar	Mar-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
BW Kestrel	Aug-15	SPP	49,999	Singapore	100%	ABS	2/3	Time Charter
BW Merlin	Sep-15	SPP	49,999	Singapore	100%	DNV	2/3	Time Charter
BW Osprey	Oct-15	SPP	49,999	Singapore	100%	DNV	2/3	MR Pool
BW Wren	Mar-16	SPP	49,999	Singapore	100%	DNV	2/3	MR Pool
Challenge Procyon	Apr-11	SKDY	45,996	Singapore	TC-in(1)	ClassNK	N/A	MR Pool
Clearocean Ginkgo	Aug-21	HMD	44,999	Singapore	TC-in(1)	ABS	2/3	MR Pool
Clearocean Milano	Oct-21	HMD	50,485	Philippines	TC-in(1)	BV	2/3	MR Pool
Dee4 Larch	Aug-16	HVS	49,737	Denmark	TC-in(1)	ABS	2/3	Spot Charters
Hafnia Andrea	Jun-15	HMD	49,999	Singapore	100%	ABS	2/3	MR Pool
Hafnia Andromeda	May-11	GSI	50,386	Malta	100%	LR	2/3	MR Pool
Hafnia Ane	Nov-15	GSI	49,999	Malta	100%	DNV	2/3	MR Pool
Hafnia Atlantic	Dec-17	GSI	49,614	Singapore	100%	LR	2	Chemical-MR Pool
Hafnia Caterina	Aug-15	HMD	49,999	Singapore	100%	ABS	2/3	MR Pool
Hafnia Cheetah	Feb-14	SPP	49,999	Singapore	100%	ABS	2/3	Time Charter
Hafnia Cougar	Jan-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Crux	Feb-12	GSI	52,550	Denmark	100%	LR	2	MR Pool
Hafnia Daisy	Aug-16	GSI	49,899	Malta	100%	DNV	2/3	Time Charter
Hafnia Eagle	Jul-15	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Hawk	Jun-15	SPP	49,999	Singapore	100%	ABS	2/3	MR Pool
Hafnia Henriette	Jun-16	GSI	49,999	Malta	100%	DNV	2/3	MR Pool
Hafnia Kirsten	Jan-17	GSI	49,999	Malta	100%	DNV	2/3	MR Pool
Hafnia Lene	Jul-15	GSI	49,999	Malta	100%	DNV	2/3	Time Charter
Hafnia Leo	Nov-13	GSI	52,318	Malta	100%	LR	2	MR Pool
Hafnia Leopard	Jan-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Libra	May-13	GSI	52,385	Denmark	100%	LR	2	MR Pool
Hafnia Lioness	Jan-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Lise	Sep-16	GSI	49,875	Malta	100%	DNV	2/3	Time Charter
Hafnia Lotte	Jan-17	GSI	49,999	Malta	100%	DNV	2/3	MR Pool
Hafnia Lupus	Apr-12	GSI	52,550	Denmark	100%	LR	3	MR Pool
Hafnia Lynx	Nov-13	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Mikala	May-17	GSI	49,999	Malta	100%	DNV	2/3	MR Pool
Hafnia Myna	Oct-15	SPP	49,999	Singapore	100%	LR	2/3	Time Charter
Hafnia Nordica	Mar-10	SKDY	53,520	Malta	100%	ClassNK	N/A	MR Pool
Hafnia Pacific	Dec-17	GSI	49,686	Singapore	100%	LR	2	Chemical-MR Pool
Hafnia Panther	Jun-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Pegasus	Oct-10	GSI	49,999	Denmark	100%	LR	2/3	MR Pool
Hafnia Petrel	Jan-16	SPP	49,999	Singapore	100%	DNV	2/3	Time Charter
Hafnia Phoenix	Jul-13	GSI	49,999	Denmark	100%	LR	2	MR Pool
Hafnia Puma	Nov-13	SPP	49,999	Singapore	100%	ABS	2/3	MR Pool
Hafnia Raven	Nov-15	SPP	49,999	Singapore	100%	DNV	2/3	Time Charter
Hafnia Swift	Jan-16	SPP	49,999	Singapore	100%	DNV	2/3	MR Pool
Hafnia Tanzanite	Nov-16	STX	49,478	Marshall Islands	SLB(2)	ABS	2	Chemical-MR Pool
Hafnia Taurus	Jun-11	GSI	49,999	Malta	100%	LR	2/3	MR Pool
Hafnia Tiger	Mar-14	SPP	49,999	Singapore	100%	LR	2/3	MR Pool
Hafnia Topaz	Jul-16	STX	44,999	Marshall Islands	SLB(2)	ABS	2	Chemical-MR Pool
Hafnia Tourmaline	Oct-16	STX	49,513	Marshall Islands	SLB(2)	ABS	2	Chemical-MR Pool
Hafnia Turquoise	Apr-16	STX	49,516	Marshall Islands	100%	ABS	2	Chemical-MR Pool
Hafnia Valentino	May-15	HVS	49,126	Singapore	100%	DNV	2	Chemical-MR Pool
Hafnia Violette	Mar-15	HVS	49,126	Marshall Islands	100%(3)	ABS	2	Chemical-MR Pool
Hafnia Viridian	Jan-15	HVS	49,126	Marshall Islands	100%(3)	ABS	2	Chemical-MR Pool
Orient Challenge	Jun-17	HVS	49,972	Singapore	TC-in(1)	ClassNK	3	MR Pool
Orient Innovation	Jul-17	HVS	49,997	Singapore	TC-in(1)	ClassNK	3	MR Pool
PS Stars	Jan-22	HMD	49,999	Marshall Islands	50%(4)	LR	2/3	Time charter

Vessel Name	Month/ Year built	Shipyard(*)	Cargo Capacity (DWT)	Flag	Ownership %	Classification Society(**)	IMO(***)	Employment Type
Yellow Stars	Jul-21	HMD	49,999	Marshall Islands	50%(4)	LR	2/3	Time charter
Total 62 vessels			**3,079,251**					

(*) In the above table, JMU refers to Japan Marine United Corporation; SPP refers to SPP Shipbuilding Co. Ltd.; GSI refers to Guangzhou Shipyard International Co. Ltd.; SKDY refers to Shin Kurushima Dockyard Co. Ltd.; STX refers to K Shipbuilding Co. Ltd. (formerly "STX Offshore and Shipbuilding Co. Ltd"); HVS refers to Hyundai-Vietnam Shipbuilding Co. Ltd. (formerly "Hyundai Vinashin Shipyard Co. Ltd."); and HMD refers to Hyundai Mipo Dockyard Co. Ltd.

(**) For a discussion regarding Classification Society see the below section "*Classification Societies*" in this Item 4.

(***) For a discussion of IMO ship types see the below section "*Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

(1) TC-in = Time charter-in.

(2) SLB = Sale and lease-back.

(3) As at December 31, 2023, these vessels were bareboat chartered in under a sale and lease-back arrangement with JFL; however, we exercised purchase options on these vessels in January 2024 and at the date of the Registration Statement have a 100% ownership interest in these vessels.

(4) Owned through the Andromeda Joint Venture.

Handy tankers (Handy)

As at December 31, 2023, our Hafnia Fleet comprised 24 Handy vessels, all of which are Hafnia Vessels.

Our Handy vessels carry a wide range of oil and oil products which includes gasoline, diesel, naphtha, kerosene, vegetable oil, fuel, crude oil, easy chemicals, etc.

The following table presents certain key information with respect to the Handy vessels in our Hafnia Fleet.

Vessel Name	Month/ Year built	Shipyard(*)	Cargo Capacity (DWT)	Flag	Ownership %	Classification Society (**)	IMO(***)	Employment Type
Hafnia Achroite	Jan-16	HMD	38,506	Marshall Islands	100%(1)	ABS	2	Chemical-Handy Pool
Hafnia Adamite	Sep-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Alabaster	Nov-15	HMD	38,506	Marshall Islands	100%(1)	ABS	2	Chemical-Handy Pool
Hafnia Almandine	Feb-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Amazonite	May-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Amber	Feb-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Amessi	Jul-15	HMD	38,506	Singapore	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Amethyst	Mar-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Ametrine	Apr-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Ammolite	Aug-15	HMD	38,506	Singapore	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Andesine	May-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Aquamarine	Jun-15	HMD	38,506	Singapore	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Aragonite	Oct-15	HMD	38,506	Marshall Islands	100%(1)	ABS	2	Chemical-Handy Pool
Hafnia Aronaldo	Jun-15	HMD	38,506	Marshall Islands	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Aventurine	Apr-15	HMD	38,506	Marshall Islands	100%	ABS	2	Chemical-Handy Pool
Hafnia Axinite	Jul-15	HMD	38,506	Singapore	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Azotic	Sep-15	HMD	38,506	Marshall Islands	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Azurite	Aug-15	HMD	38,506	Singapore	SLB(2)	ABS	2	Chemical-Handy Pool
Hafnia Bering	Apr-15	HMD	39,067	Singapore	100%	LR	2/3	Time Charter
Hafnia Magellan	May-15	HMD	39,067	Singapore	100%	LR	2/3	Time Charter
Hafnia Malacca	Jul-15	HMD	39,067	Singapore	100%	LR	2/3	Handy Pool
Hafnia Soya	Nov-15	HMD	39,067	Singapore	100%	LR	2/3	Handy Pool
Hafnia Sunda	Sep-15	HMD	39,067	Singapore	100%	LR	2/3	Handy Pool
Hafnia Torres	May-16	HMD	39,067	Singapore	100%	LR	2/3	Handy Pool
Total 24 vessels			**927,510**					

(*) In the above table, HMD refers to Hyundai Mipo Dockyard Co. Ltd.

(**) For a discussion regarding Classification Society see the below section "*Classification Societies*" in this Item 4.

(***) For a discussion of IMO ship types see the below section "*Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

(1) As at December 31, 2023, these vessels were bareboat chartered in under a sale and lease-back arrangement with CSSC; however, we exercised the purchase options on these vessels in February and March 2024 and at the date of the Registration Statement have a 100% ownership interest in these vessels.

(2) SLB = Sale and lease-back.

Newbuilds

We have entered into shipbuilding contracts for the construction of four MR vessels. These vessels will be employed on long-term time charters. The shipbuilding contracts regarding these vessels have been novated to our Ecomar Joint Venture.

The following table presents certain key information with respect to the newbuilds we and our joint ventures have on order as at the date of this Registration Statement:

Vessel Name	Type of vessel	To be delivered	Shipyard(*)	Capacity	Flag	Ownership %	Classification Society(**)	IMO(***)
Hull 21110074	MR	Apr-25	GSI	49,800	TBD	50%(1)	BV	2
Hull 21110075	MR	Sep-25	GSI	49,800	TBD	50%(1)	BV	2
Hull 23110004	MR	Nov-25	GSI	49,800	TBD	50%(1)	BV	2
Hull 23110005	MR	Jul-26	GSI	49,800	TBD	50%(1)	BV	2
Total (4 newbuilds)				**199,200**				

(*) GSI refers to Guangzhou Shipyard International Co. Ltd.

(**) For a discussion regarding Classification Society see the below section "*Classification Societies*" in this Item 4.

(***) For a discussion of IMO ship types see the below section "*Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

(1) Owned through the Ecomar Joint Venture.

All the shipbuilding contracts are subject to customary cancellation provisions. The newbuilds may be cancelled by us, *inter alia,* in the event of default by the shipbuilder due to bankruptcy or liquidation, in which case the newbuild(s) will be cancelled against a full refund amount (including interest) which is guaranteed by a bank, and in the event of excessive delay or vessel specification issues, in which case we will be entitled to a customary contract price reduction by way of liquidated damages or to cancel with a refund of pre-delivery instalments together with interest depending on the circumstances. The shipbuilder will be entitled to cancel the newbuilds, *inter alia*, in the event of payment default by us.

The Pools

As at March 1, 2024, we operated as a pool manager for seven commercial tanker pools: (i) the specialised pool for Specialised vessels ("Specialised Pool"), (ii) the Handy pool for Handy vessels (the "Handy Pool"), (iii) the Chemical-Handy pool for certain Handy vessels capable of carrying chemical products (the "Chemical-Handy Pool"), (iv) the MR pool for MR vessels (the "MR Pool"), (v) the Chemical-MR pool for certain MR vessels capable of carrying chemical products (the "Chemical-MR Pool"), (vi) the LR1 pool for LR1 vessels (the "LR1 Pool") and (vii) the LR2 pool for LR2 vessels (the "LR2 Pool") and have announced the establishment of a new Panamax pool for Panamax vessels (the "Panamax Pool") (each of the Specialised Pool, the Handy Pool, the Chemical-Handy Pool, the MR Pool, the Chemical-MR Pool, the LR1 Pool, the LR2 Pool and the Panamax Pool, a "Pool", and together collectively known as the "Pools").

In the Pools, we commercially manage Pool Vessels (i.e., vessels owned and/or operated by third parties which are commercially managed through our Pools) in addition to vessels from the Hafnia Fleet.

As at December 31, 2023, the Specialised Pool comprised 15 vessels, all of which were Pool Vessels; the Handy Pool comprised 13 vessels of which 9 were Pool Vessels; the Chemical-Handy Pool comprised 24 vessels of which 6 were Pool Vessels; the MR Pool comprised 65 vessels of which 25 were Pool Vessels; the Chemical-MR Pool comprised nine vessels all of which were Hafnia Vessels; the LR1 Pool comprised 48 vessels of which 13 were Pool Vessels; and the LR2 Pool comprised 7 vessels of which 3 were Pool Vessels. We have Hafnia Vessels operating in each of the Pools except the Specialised Pool.

Pool Agreements

We operate the Pools through our pool managing entities, Hafnia Pools Pte. Ltd. and Hafnia Middle East DMCC, both of which are wholly-owned subsidiaries of ours (each a "Pool Manager"). The Pools are operated on the basis of eight separate pool agreements, which are amended from time to time (the "Pool Agreements"). These Pool Agreements are entered into between the respective Pool Manager and the relevant pool participants. With respect to our Hafnia Vessels and TC Vessels, the relevant Hafnia entities with ownership (or disponent ownership) of such vessels also constitute pool participants.

Until February 2023, we operated all the Pools as "agent-to-owner" pools, where the Pool Manager entered into contracts for the employment of the vessels as an agent to the vessels' respective owners. In February 2023, we changed the Handy Pool, MR Pool, LR1 Pool and the LR2 Pool to a 'disponent-owner' model as we believed it would lead to an increase in efficiency and in our access to working capital facilities. We are in the process of transitioning the Chemical-Handy Pool and the Chemical-MR Pool to the 'disponent-owner'-model and expect this process to be completed during 2024. We are not currently planning to transition the Specialised Pool from the 'agent-to-owner' model to the 'disponent-owner' model. The Panamax Pool will be a disponent-owner Pool from its establishment.

The 'disponent owner' of a vessel is the person who contractually has right to use and possession of the vessel, either as owner or charterer of the vessel. Certain of the Pools are, as stated above, structured as 'disponent-owner'-pools where the Pool Manager is the time charterer of the vessels in the pool. Therefore, in addition to the relevant Pool Agreement, each pool participant enters into a time charter with the relevant Pool Manager when entering their vessel in a 'disponent-owner'-model Pool. On this basis, the relevant Pool Manager contractually becomes the disponent owner of each of the vessels in the 'disponent-owner' model pools and enters into contracts for the employment of the vessels in a Pool in its own name.

Pursuant to the Pool Agreements, each vessel is allocated a number of 'pool points'. A vessel's pool points are based on its earning capabilities (which is largely defined by its fuel consumption) and may be adjusted in accordance with the terms of the Pool Agreements if, e.g., the earning capacity of the vessel changes. In each pool, aggregated earnings of all vessels are, as a general rule, distributed between all participating vessels pro rata to their pool points. Certain exceptions apply, for example, in respect of time charters exceeding 12 months, where each pool participant can elect whether to opt-in or opt-out of earnings (and losses) relating to that time charter. As at December 31, 2023, there was one vessel in the Pools chartered out on a long-term time charter.

Though a Pool Manager of a Pool under the 'disponent-owner' model has certain rights as time charterer with regard to employment and potential liabilities in connection with such role, the Pool Manager does not recognise TCE income from any Pool Vessel or JV Vessel operating in the Pools, where the relevant pool participant that is a third party owner or joint venture company, respectively, recognises the relevant TCE income. None of the Pool Managers benefit directly from gains or losses of revenue generated by use of the Pool Vessels or JV Vessels, receiving only management fees. Such fees are only a small percentage of the income generated by vessels in the Pool.

A pool participant may only withdraw from the pool under certain conditions and shall give notice to the relevant Pool Manager of such withdrawal in accordance with the terms of the relevant Pool Agreement.

Pool participants are fully responsible for the financing, insurance (except insurance related to procurement of bunkers), maintenance and technical management, including manning, of their vessels.

Each of the Pool Managers, acting as disponent owner of the Pool Vessels in the Pools structured as 'disponent-owner' pools, is contractually exposed to certain claims, including technical, operational, Freight, Demurrage and Defence and charterer's liabilities as well as credit risks in relation to the pool participants, its customers, and in relation to letters of indemnity received by the relevant Pool Manager on the discharge of cargo. Some of these risks may be substantial, including, but not limited to, claims on bills of lading if a customer defaults or if a customer is sanctioned while the customer has cargo on board a vessel, in which case the vessel may not earn income until the issues are resolved. The Pool Agreements include provisions to mitigate these risks; however, there can be no assurance that the risks are or can be fully mitigated. In addition, as discussed above, each of the Pool Managers contractually passes all TCE income/losses on Pool Vessels and JV Vessels to the pool participants.

In our LR1 Pool, the vessels are separated into an A-pool and a B-pool. The B-pool comprises vessels which are 15 years or older with or without ballast water treatment systems or which are under 15 years and do not have ballast water treatment systems. The A-pool and B-pool are not separate pools but rather notional constructs which exist in order to separate the vessels in the LR1 Pool for the purpose of sharing of revenue, expenses, income and claims arising solely in relation to the vessels in the 'B-pool' in the LR1 Pool.

Management of vessels in the Pools

The Pools comprise both Pool Vessels, Hafnia Vessels, JV Vessels, and TC Vessels. The vessels in the Pools are employed through a variety of maritime transportation arrangements based on the needs of our customers including, *inter alia*, contracts of affreightment, time charters and voyage charters. These types of contracts are further described below in the section "*Commercial Trading of the Combined Fleet*."

Management of the Pools

Each Pool is managed by a pool board, comprising up to two representatives from each pool participant (the "Pool Board"). The Pool Board is the governing body for the Pool, managing the responsibility for the overall strategic direction of the Pools. All decisions and resolutions of the respective Pool Boards must be approved by at least 2/3 of the pool participants and no less than a 2/3 majority of votes cast. Each pool participant has one vote per vessel in the relevant Pool. The Pool Board meets approximately every six months and can hold extraordinary meetings if any pool participant so requests. The Pool Board can decide on all matters relating to the Pool Agreement and can additionally give guidelines to the Pool Manager as to how the Pool Manager shall perform its duties. Certain decisions cannot be taken by the Pool Manager without the prior approval of the Pool Board, including, but not limited to, the committal of a vessel in the pool on time charters or consecutive voyage charter which will or may at the option of the charterer exceed 12 months (plus 30 days option) or the Pool Manager entering into contracts of affreightment ("COA") for periods longer than 12 months, any changes to the pool points of a vessel in the Pool, and/or the approval of new pool participants and new pool vessels.

The Pool Board is complemented by the relevant Pool Manager, which as pool manager represents the Pools in external relations and oversees the day-to-day commercial operation under the authority of the Pool Board. The Pool Manager has authority to enter into employment and other material agreements for the vessels in the relevant Pool, including forward freight agreements and bunker hedging agreements transactions on behalf of pool participants in accordance with the terms of the relevant Pool Agreement. Additionally, the Pool Manager performs marketing, bunker purchasing, and commercial operation of the vessels in accordance with the terms of the relevant Pool Agreement.

Third-party pool vessels

The following table presents certain key information with respect to the third-party vessels in the Pools as at December 31, 2023 and does not reflect events such as name changes, ownership changes and Pool entries and Pool exits which have occurred after December 31, 2023:

Pool	Vessel name	Year Built	Capacity (dwt)	Pool entry	Registered Owner	IMO(*)	Flag
LR2 Pool	Norddolphin	2017	113,955	Sep-22	MT Norddolphin Shipping Management B.V.	N/A	Portugal
LR2 Pool	Nordmarlin	2017	113,959	Nov-22	MT Nordmarlin Shipping Management B.V.	N/A	Portugal
LR2 Pool	Seaways Shenandoah	2014	112,691	Jul-23	Mindanao Tanker Corporation	N/A	Marshall Islands
LR1 Pool	Avra Patros	2008	74,998	Jul-22	Agios Athanasios Shipping Enterprises Inc.	N/A	Liberia
LR1 Pool	Bluebird	2016	74,074	Feb-17	Larine Tankers Pte. Ltd.	N/A	Singapore
LR1 Pool	Chemtrans Arctic	2005	73,911	Jun-20	Sparrow 2 Shipping Inc.	N/A	Marshall Islands
LR1 Pool	Chemtrans Baltic	2005	73,897	Aug-20	Sparrow 1 Shipping Inc.	N/A	Marshall Islands
LR1 Pool	Chemtrans Ionian	2007	76,580	Jul-22	Sparrow 7 Shipping Inc.	N/A	Marshall Islands
LR1 Pool	Estia	2007	73,711	Apr-22	Fred Maritime S.A.	N/A	Bahamas
LR1 Pool	Evridiki	2008	73,740	Apr-17	Evridiki Maritime S.A.	N/A	Bahamas
LR1 Pool	Jag Amisha	2009	74,889	Dec-23	The Great Eastern Shipping Company Ltd	N/A	India
LR1 Pool	Jag Aparna	2009	74,859	Feb-22	The Great Eastern Shipping Company Ltd	N/A	India
LR1 Pool	Mindoro Star	2009	73,677	Oct-18	Troy Shipping Corp	3	Marshall Islands

Pool	Vessel name	Year Built	Capacity (dwt)	Pool entry	Registered Owner	IMO(*)	Flag
LR1 Pool	Pelagic Turbot	2009	73,394	Mar-23	Demile Limited	N/A	Cyprus
LR1 Pool	Starling	2016	74,033	Feb-17	Larine Tankers Pte. Ltd.	N/A	Singapore
LR1 Pool	Two Million Ways	2008	73,965	Jan-23	MT TMW Shipping Management B.V	N/A	Cyprus
MR Pool	Aegean Star	2019	50,506	Jun-19	Saltini Shipping Corporation	2/3	Marshall Islands
MR Pool	Alcyone T	2010	45,951	Jan-23	Alcyone Tankers Ltd	N/A	Marshall Islands
MR Pool	Aldabra	2008	47,399	Sep-22	Maritime Aldabra LLC	N/A	Marshall Islands
MR Pool	Alpine Marina	2010	46,162	Jul-23	Tornado Navigations Inc.	3	Marshall Islands
MR Pool	Angel Star	2006	48,635	Dec-21	Selitsa Shipping Corporation	N/A	Marshall Islands
MR Pool	Bantry Bay	2023	49,999	Dec-23	AL TANKER I SHIPPING PTE. LTD.	2	Singapore
MR Pool	Centennial Matsuyama	2008	47,165	Feb-23	Meiji Shipping B.V.	N/A	Malta
MR Pool	Chios Star	2018	50,506	Mar-19	Lousios Shipping Corporation	2/3	Marshall Islands
MR Pool	Coetivy	2010	45,994	Oct-22	Maritime Coetivy LLC	N/A	Marshall Islands
MR Pool	Ionian Star	2019	50,506	Mar-19	Yliki Shipping Corporation	2/3	Marshall Islands
MR Pool	Jag Parth	2008	46,197	Nov-23	The Great Eastern Shipping Co. Ltd.	2	India
MR Pool	Jag Pooja	2005	48,539	Nov-22	The Great Eastern Shipping Co. Ltd.	N/A	India
MR Pool	Jag Prakash	2007	47,848	Aug-22	The Great Eastern Shipping Co. Ltd.	N/A	India
MR Pool	Jag Prerana	2007	47,848	Jun-22	The Great Eastern Shipping Co. Ltd.	2	India
MR Pool	Jag Punit	2016	49,717	Jun-22	The Great Eastern Shipping Co. Ltd.	2	India
MR Pool	Jag Pushpa	2007	47,848	Sep-22	The Great Eastern Shipping Co. Ltd.	3	India
MR Pool	Kardiani	2008	44,999	May-22	Magnolia Shiptrade S.A.	2	Malta
MR Pool	Kouros	2008	49,999	Jul-17	Kouros Maritime S.A.	2/3	Liberia
MR Pool	Lysias	2008	49,999	Jun-17	Lysias Maritime S.A.	3	Malta
MR Pool	MP MR Tanker 1	2011	49,999	Apr-21	M Pallonji Shipping Singapore Pte Ltd	2	Singapore
MR Pool	Oinoussian Star	2018	50,506	Feb-20	Louros Shipping Corporation	2/3	Marshall Islands
MR Pool	OKEE John T	2006	53,712	Nov-22	OKEE Ship Thirteen GmbH & Co. KG	N/A	Liberia
MR Pool	OKEE Ulf	2006	53,688	Nov-22	OKEE Ship Twelve Limited	N/A	Liberia
MR Pool	Rich Rainbow	2021	49,999	Nov-23	Rich Ocean Shipping Inc.	2/3	Panama
MR Pool	Star Merlin	2007	53,755	Jun-22	Star Merlin LLC	N/A	Portugal
Handy Pool	Anael	2007	39,988	Feb-22	Merville Ventures Inc.	3	Liberia
Handy Pool	Hafnia Bering	2015	39,067	Sep-23	Hafnia Tankers Shipholding Singapore Pte. Ltd.(1)	2/3	Singapore
Handy Pool	Prelude	2007	39,988	Jun-22	Verda Enterprises Company	3	Liberia
Handy Pool	VS Glory	2006	34,671	Nov-21	Valloeby Glory Limited	3	Isle of Man
Handy Pool	VS Leia	2006	38,461	Mar-19	Valloeby Leia Limited	N/A	Isle of Man
Handy Pool	VS Lisbeth	2006	38,492	Apr-18	Valloeby Lisbeth Limited	N/A	Isle of Man
Handy Pool	VS Remlin	2003	34,530	Dec-21	Valloeby Remlin Limited	N/A	Isle of Man
Handy Pool	VS Spirit	2007	34,671	Mar-20	Valloeby Spirit Limited	3	Isle of Man
Handy Pool	Wise	2009	41,369	Apr-23	Minsheng Yangshun (Tianjin) Shipping Leasing Company Limited	3	Singapore
Chemical-Handy Pool	TRF Mandal	2016	37,596	Nov-22	WLR/TRF HMN8 Holdings I LLC	2	Marshall Islands
Chemical-Handy Pool	TRF Marquette	2016	37,596	Dec-22	WLR/TRF HMN8 Holdings II LLC	2	Marshall Islands
Chemical-Handy Pool	TRF Memphis	2016	37,596	Aug-22	WLR/TRF HMN8 Holdings III LLC	2	Marshall Islands
Chemical-Handy Pool	TRF Mobile	2016	37,596	Sep-22	WLR/TRF HMN8 Holdings IV LLC	2	Marshall Islands
Chemical-Handy Pool	TRF Mongstad	2016	37,596	Sep-22	WLR/TRF HMN8 Holdings V LLC	2	Marshall Islands
Chemical-Handy Pool	TRF Moss	2016	37,596	Jun-22	WLR/TRF HMN8 Holdings VI LLC	2	Marshall Islands
Specialised Pool	Amur Star	2010	13,019	Aug-20	Valloeby Amur Star Ltd.	2	Malta
Specialised Pool	Colorado Star	2010	13,021	Aug-20	Valloeby Colorado Star Ltd.	2	Malta
Specialised Pool	Ganges Star	2010	13,013	Aug-20	Valloeby Ganges Star Ltd.	2	Malta
Specialised Pool	Kongo Star	2010	13,011	Aug-20	Valloeby Kongo Star Ltd.	2	Malta

Pool	Vessel name	Year Built	Capacity (dwt)	Pool entry	Registered Owner	IMO(*)	Flag
Specialised Pool	Lacanau	2007	11,674	Apr-22	Valloeby Lacanau Ltd.	2	Isle of Man.
Specialised Pool	Lamentin	2007	11,320	Jun-21	Valloeby Lamentin Ltd.	1	Malta
Specialised Pool	Lascaux	2007	11,674	Apr-22	Valloeby Lascaux Ltd.	2	Malta
Specialised Pool	Mississippi Star	2010	13,054	Aug-20	Valloeby Mississippi Star Ltd.	2	Malta
Specialised Pool	Murray Star	2011	13,006	Aug-20	Valloeby Murray Star Ltd.	2	Malta
Specialised Pool	Pechora Star	2011	13,021	Aug-20	Valloeby Pechora Star Ltd.	2	Malta
Specialised Pool	Shannon Star	2010	13,023	Aug-20	Valloeby Shannon Star Ltd.	2	Malta
Specialised Pool	ST Sara	2007	8,019	Jul-21	Valloeby Sara Ltd.	2	Malta
Specialised Pool	VS Lara	2006	11,276	Jun-21	Valloeby Lara Ltd.	2	Malta
Specialised Pool	VS Salma	2008	8,011	May-21	Valloeby Salma Ltd.	2	Malta
Specialised Pool	VS Salome	2007	7,915	May-21	Valloeby Salome Ltd.	2	Malta
Total 71 Pool Vessels			**3, 274,678**				

(*) For a discussion of IMO ship types see "*Environmental and Other Regulations in the Shipping Industry – Water Pollution – International – a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk*" in this Item 4.

Commercial Management

From time to time we will, in addition to commercial management of third-party vessels through the Pools, perform commercial management of third-party vessels outside of the Pools. As at December 31, 2023, we commercially managed four third-party vessels in addition to the Pool Vessels.

Commercial management of third-party vessels is typically only used when the vessels in question only need employment for a limited period of time, e.g., between other employment types or before being delivered to new owners. Because the period of commercial management is short, it is generally not practicable to place the vessel in a Pool as this involves a much more intensive and time consuming process, whereas it is much easier to establish a commercial management structure for a single vessel. On occasion, we may also use the commercial management structure to test-employ tonnage which may be a candidate for entering a Pool, but where we want to satisfy ourselves that the vessel in question is able to trade properly in the market before recommending it for pool entry.

When vessels are commercially managed by us, we act as agent to the vessel's owner (registered owner or disponent owner, as the case may be), not as principal. Owners are responsible for providing required working capital to us, so we have no outlays for vessel related expenses from our accounts.

Commercial trading of the Combined Fleet

Vessels are employed in the market through a number of different commercial arrangements. The general terms normally found in these types of contracts are described below.

- ***Voyage charters in the spot market.*** The spot market generally refers to the segment of the market where vessels are employed for a single voyage. A vessel earns income from each individual voyage and the owner pays the voyage expenses, including bunker and port costs. Spot market pricing, which can be volatile, is influenced by a number of factors, including the number of competing vessels, the number of cargoes available, oil pricing and arbitrage, worldwide events, and weather. Idle time between voyages is possible depending on the availability of cargo and positioning of the vessel. Under a spot market voyage charter, the vessel owner pays for both the voyage expenses (less specified amounts covered by the contract) and vessel operating costs.
- ***Time charter.*** Under a time charter, a vessel is chartered to customers for a fixed period of time at rates that are generally fixed, but may contain a variable component based on inflation, interest rates or changes in current market rates. Under a time charter, the owner operates the vessel and is responsible for crewing and arranging for technical management for the vessel. The owner also bears other operating expenses, such as repairs and maintenance, insurance, stores, lube oil, communications expenses and technical management fees, whereas the charterer bears voyage expenses such as port costs and bunkers.

- ***Contract of affreightment ("COA").*** A contract of affreightment is a contract for the carriage of a specific volume of cargo with multiple voyages over the same route and over a specified period of time which can span a number of years but in most cases runs for 12 months. A COA does not designate the specific vessel or voyage schedules that will transport the cargo, thereby providing both the charterer and the owner greater flexibility than a typical charter alone. The charterer has the flexibility to determine the individual voyage scheduling at a future date and the shipowner may use different vessels to perform the individual voyages. Under this contract arrangement, all of the vessels' operating, voyage and capital costs are borne by the owner while the freight rate normally is a per-cargo-ton basis with a minimum cargo quantity for every lifting guaranteed by the charterer.
- ***Consecutive voyage contract ("CVC").*** Under a CVC, the shipowner provides one vessel for multiple voyages to transport a certain amount of cargo within a specified period covering a specified trade from a fixed place to fixed destinations designated by the customer. All of the vessel's operating, voyage and capital costs are borne by the owner. The freight rate normally is agreed on a fixed rate basis but can also be floating according to a pre-agreed index. We do not have any CVC arrangements in place.
- ***Bareboat charter.*** Under a bareboat charter, the vessel owner is paid a monthly rate for a certain period of time during which the charterer is responsible for the operating expenses and voyage expenses of the vessel and for the full management of the vessel. Whereas our Pools employ participating vessels by means of voyage charters in the spot market, time charters and COAs, bareboat charters are outside the scope of the Pool Agreements.

As of December 31, 2023, we had covered 16% of the projected earning days in 2024 for our Hafnia Fleet at an average rate of $26,509.

Our chartering department is responsible for the development, marketing and negotiation of the employment contracts for all of the vessels in our Combined Fleet. Contract negotiations are done directly with our clients as well as through shipbrokers, and in most cases a shipbroker will be nominated subsequently when negotiations are done directly with our clients. Our chartering department is also responsible for chartering-in tonnage on spot voyages to cover certain cargo commitments as well as time chartering-in vessels for arbitrage profits derived through offsetting time charter-out contracts on owned tonnage for longer periods. All contracts are negotiated and concluded by our chartering department on behalf of our Pools under instructions and authority from the Pool Board and our Chief Executive Officer in accordance with our internal approval procedures.

Time charter-out portfolio

As at December 31, 2023, we have 12 Hafnia Vessels and five JV Vessels trading outside the Pools and entered into time charter contracts with customers for periods longer than six months. Additionally, we have entered into long-term time charters for five newbuild JV Vessels which will commence upon delivery of the vessels. The newbuilds will be delivered to the charterer when we have taken delivery from the shipyard.

The following table presents key information pertaining to the time charter contracts (incl. options).

Vessel Name	Vessel type	Year built	Charterer	Expiry Date	Extension option period
BW Falcon	MR	2015	BP Shipping Ltd	Jun-25	—
BW Kestrel	MR	2015	Orient Oil Express Pte Ltd	Feb-25	—
BW Merlin	MR	2015	Orient Oil Express Pte Ltd	Feb-25	—
Hafnia Bering	Handy	2015	Mercuria Energy	Oct-24	—
Hafnia Cheetah	MR	2014	Orient Oil Express Pte Ltd	Mar-25	—
Hafnia Daisy	MR	2016	Valero	Nov-26	—
Hafnia Languedoc	LR2	2023	CSSA	Mar-30	1+1+1 year
Hafnia Larvik	LR2	2023	Equinor	Oct-28	—
Hafnia Lene	MR	2015	Aramco Trading Company	Feb-25	—
Hafnia Lillesand	LR2	2024	Equinor	Mar-29	—
Hafnia Lise	MR	2016	Valero	Oct-26	—
Hafnia Loire	LR2	2023	CSSA	May-30	1+1+1 year
Hafnia Magellan	Handy	2015	Petroineos Manufacturing (Scotland) Ltd	Sep-24	—
Hafnia Myna	Handy	2015	St Shipping and Transport Pte Ltd	Mar-24	—
Hafnia Petrel	MR	2016	BP Shipping Ltd	Oct-25	—

Vessel Name	Vessel type	Year built	Charterer	Expiry Date	Extension option period
Hafnia Raven	MR	2015	St Shipping and Transport Pte Ltd	Sep-24	—
PS Stars	MR	2022	Clearlake	Jan-27	1 year
Yellow Stars	MR	2021	Clearlake	Jul-26	1 year
Hull 21110074	MR	Est. 2025	CSSA	Est. 32	1+1+1 year
Hull 21110075	MR	Est. 2025	CSSA	Est. 32	1+1+1 year
Hull 23110004	MR	Est. 2025	CSSA	Est. 32	1+1+1 year
Hull 23110005	MR	Est. 2026	CSSA	Est. 33	1+1+1 year
Total 22 vessels					

As at December 31, 2023, we have no Hafnia Vessels or TC Vessels trading inside the Pools on time charter contracts with customers for periods longer than six months.

Bareboat and time charter-in portfolio

Bareboat charters

As at the date of this Registration Statement, we have 25 vessels bareboat chartered-in, all of which have been entered into in the course of the sale and lease-back financing of our Hafnia Vessels. See "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources*" for additional information on our financing arrangements.

All our sale and lease-back arrangements include annual or monthly purchase options and some also contain purchase obligations upon the expiration of the arrangement.

The following table presents key information pertaining to these bareboat charter contracts.

Vessel Name	Vessel type	Year built	Owner	Expiry Date	Extension option period	Purchase Option(s)	Purchase Obligation
Hafnia Africa	LR1	2010	MI-DAS Line S.A.	Oct-25	4 years	Yes	No
Hafnia Amessi	Handy	2015	Sea 342 Leasing Co. Limited.	Mar-33	N/A	Yes	Yes
Hafnia Ammolite	Handy	2015	Sea 15 Leasing Co. Ltd.	Mar-33	N/A	Yes	Yes
Hafnia Aquamarine	Handy	2015	Sea 343 Leasing Co. Ltd.	Mar-33	N/A	Yes	Yes
Hafnia Aronaldo	Handy	2015	OCY ARONALDO LIMITED	Jun-30	N/A	Yes	No
Hafnia Asia	LR1	2010	Skaatholmen Shipping Ltd.	Jul-25	N/A	Yes	Yes
Hafnia Australia	Handy	2010	Yong Sheng Shipping Pte. Ltd.	Dec-29	N/A	Yes	Yes
Hafnia Axinite	Handy	2015	Sea 12 Leasing Co. Ltd.	Apr-33	N/A	Yes	Yes
Hafnia Azotic	Handy	2015	OCY AZOTIC LIMITED	Jul-30	N/A	Yes	No
Hafnia Azurite	Handy	2015	Sea 21 Leasing Co. Ltd.	Mar-33	N/A	Yes	Yes
Hafnia Exceed	LR1	2016	Hai Kuo Shipping 2206T Pte. Ltd.	Apr-32	N/A	Yes	Yes
Hafnia Excel	LR1	2015	Hai Kuo Shipping 2207T Pte. Ltd.	May-32	N/A	Yes	Yes
Hafnia Excellence	LR1	2016	Hai Kuo Shipping 2208T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Excelsior	LR1	2016	Hai Kuo Shipping 2209T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Executive	LR1	2016	Hai Kuo Shipping 2210T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Expedite	LR1	2016	Hai Kuo Shipping 2211T Pte. Ltd.	Apr-32	N/A	Yes	Yes
Hafnia Experience	LR1	2016	Hai Kuo Shipping 2212T Pte. Ltd.	Jun-32	N/A	Yes	Yes
Hafnia Express	LR1	2016	Hai Kuo Shipping 2213T Pte. Ltd.	Apr-32	N/A	Yes	Yes
Hafnia Precision	LR1	2016	Hai Kuo Shipping 2214T Pte. Ltd.	Jun-32	N/A	Yes	Yes
Hafnia Prestige	LR1	2016	Hai Kuo Shipping 2215T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Pride	LR1	2016	Hai Kuo Shipping 2216T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Providence	LR1	2016	Hai Kuo Shipping 2217T Pte. Ltd.	Mar-32	N/A	Yes	Yes
Hafnia Tanzanite	MR	2016	Fortune Chem6 Shipping	Nov-30	N/A	Yes	Yes
Hafnia Topaz	MR	2016	Fortune Chem4 Shipping	Jul-31	N/A	Yes	Yes
Hafnia Tourmaline	MR	2016	Fortune Chem5 Shipping	Oct-31	N/A	Yes	Yes
Total 25 Vessels							

Time charters

As at December 31, 2023, we had 14 vessels time chartered-in and eight have purchase options. The following table presents key information pertaining to these time charter contracts.

Vessel Name	Vessel type	Year built	Owner	Expiry Date	Extension option period	Purchase Option
Basset	MR	2019	Grace Ocean Private Limited	Nov-24	1+1+1 years	Yes
Beagle	MR	2019	Sun Lanes Shipping S.A.	Mar-24	1+1+1 years	Yes
Boxer	MR	2019	Grace Ocean Private Limited	Jun-24	1+1+1 years	Yes
Bulldog	MR	2020	Grace Ocean Private Limited	Feb-25	1+1+1 years	Yes
Challenge Procyon	MR	2011	Kyoei Tanker Singapore Pte. Ltd.	Jun-24	—	No
Clearocean Ginkgo	MR	2021	Clearlake Shipping Pte Ltd	Nov-24	—	No
Clearocean Milano	MR	2021	Clearlake Shipping Pte Ltd	Oct-24	—	No
Dee4 Larch	MR	2016	Dee4 Vessel Co 7 K/S	Jun-24	—	No
Kamome Victoria	LR1	2011	Shintoku Kaiun Co., Ltd.,	Nov-24	—	No
Karimata	LR1	2019	Triton Navigation B.V.	Aug-24	1+1+1 years	Yes
Orient Challenge	MR	2017	OMC Shipping Pte. Ltd.	Jun-25	1+1 years	Yes
Orient Innovation	MR	2017	OMC Shipping Pte. Ltd.	Jul-25	1+1 years	Yes
Peace Victoria	LR1	2019	Chijin Shipping S.A.	Jun-24	—	No
Sunda	LR1	2019	Triton Navigation B.V.	Jul-24	1+1+1 years	Yes

Purchase options

We have purchase options for a number of our chartered-in vessels. The following table presents an overview of our purchase options by year for our chartered-in vessels in millions of U.S. dollars (excluding purchase option premiums and fees and expenses associated with exercising purchase options).

Vessel Name	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
TC Vessels											
Beagle[1]	34.25	32.75	31.25	29.75	—	—	—	—	—	—	—
Basset[1]	34.25	32.75	31.25	29.75	—	—	—	—	—	—	—
Boxer[1]	34.25	32.75	31.25	29.75	—	—	—	—	—	—	—
Bulldog[1]	34.25	32.75	31.25	29.75	—	—	—	—	—	—	—
Karimata[1]	42.00	40.00	38.00	36.00	—	—	—	—	—	—	—
Orient Challenge[1]	27.10	25.50	23.90	22.30	—	—	—	—	—	—	—
Orient Innovation[1]	27.10	25.50	23.90	22.30	—	—	—	—	—	—	—
Sunda[1]	42.00	40.00	38.00	36.00	—	—	—	—	—	—	—
Sale and lease-back vessels											
Hafnia Africa	14.60	12.10	9.60	8.00	5.50	3.00	—	—	—	—	—
Hafnia Amessi[2]	17.62-16.50	16.39-15.21	15.1-13.86	13.74-12.44	12.31-10.94	10.82-9.38	9.24-7.73	7.59-6.00	5.86-4.19	4.03-3.72	—
Hafnia Ammolite[2]	17.62-16.50	16.39-15.21	15.1-13.86	13.74-12.44	12.31-10.94	10.82-9.38	9.24-7.73	7.59-6.00	5.86-4.19	4.03-3.72	—
Hafnia Aquamarine[2]	17.62-16.50	16.39-15.21	15.1-13.86	13.74-12.44	12.31-10.94	10.82-9.38	9.24-7.73	7.59-6.00	5.86-4.19	4.03-3.72	—
Hafnia Aronaldo	—	19.00	—	15.50	—	—	10.00	—	—	—	—
Hafnia Asia	19.38	—	—	—	—	—	—	—	—	—	—
Hafnia Australia	14.90	12.90	10.90	8.90	6.35	—	—	—	—	—	—
Hafnia Axinite[2]	17.72-16.60	16.5-15.32	15.21-13.97	13.86-12.56	12.44-11.07	10.94-9.51	9.38-7.87	7.73-6.15	6.00-4.34	4.19-3.88	—
Hafnia Azotic	—	19.00	—	15.50	—	—	10.00	—	—	—	—
Hafnia Azurite[2]	17.62-16.50	16.39-15.21	15.1-13.86	13.74-12.44	12.31-10.94	10.82-9.38	9.24-7.73	7.59-6.00	5.86-4.19	4.03-3.72	—
Hafnia Exceed[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Excel[3]	27.72-25.26	25.26-22.79	22.79-20.36	20.36-17.86	17.86-15.40	15.40-12.93	12.93-10.47	10.47-8.00	8.00	—	—
Hafnia Excellence[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Excelsior[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Executive[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Expedite[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Experience[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Express[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Precision[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Prestige[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Pride[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Providence[3]	29.72-27.26	27.26-24.79	24.79-22.36	22.36-19.86	19.86-17.40	17.40-14.93	14.93-12.47	12.47-10.00	10.00	—	—
Hafnia Tanzanite[4]	17.47	17.04-15.74	15.30-14.00	13.57-12.27	11.84-10.54	10.11-8.81	8.37-7.07	5.78	—	—	—
Hafnia Topaz[4]	17.47-17.04	16.6-15.30	14.87-13.57	13.14-11.84	11.41-10.11	9.67-8.37	7.94-6.64	6.21-5.78	—	—	—
Hafnia Tourmaline[4]	17.47	17.04-15.74	15.30-14.00	13.57-12.27	11.84-10.54	10.11-8.81	8.37-7.07	6.64-5.78	—	—	—

(1) The purchase option price set out in the table above for the respective vessel is based on the applicable price stipulated in the time charter on the applicable delivery anniversary date. If the vessel is repurchased in between delivery anniversary dates, the purchase option price will be reduced on a prorata basis.

(2) These vessels have purchase options based on the outstanding principal which reduces monthly. The above listed purchase option prices are the purchase options in January and December of the year.

(3) These vessels have monthly purchase options. The purchase option price decreases by $616,250 every three months. The above listed purchase option prices are the purchase options in January and December of the year.

(4) The vessels have purchase options based on the outstanding principal which will be reduced on a prorate basis. The above listed purchase option prices are the purchase option prices for the start of January and the end of December of the year.

Purchase obligations

A number of the charters under which we charter in our vessels contain purchase obligations according to which we are obligated to purchase the vessel upon the expiration of the charter (excluding fees and expenses associated with exercising purchase obligations).

Set down below is an overview of our purchase obligations for our chartered-in vessels in millions of U.S. dollars.

Vessel Name	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Hafnia Asia	—	17.25	—	—	—	—	—	—	—	—	—
Hafnia Australia	—	—	—	—	—	4.20	—	—	—	—	—
Hafnia Amessi	—	—	—	—	—	—	—	—	—	3.72	—
Hafnia Ammolite	—	—	—	—	—	—	—	—	—	3.72	—
Hafnia Aquamarine	—	—	—	—	—	—	—	—	—	3.72	—
Hafnia Axinite	—	—	—	—	—	—	—	—	—	3.72	—
Hafnia Azurite	—	—	—	—	—	—	—	—	—	3.72	—
Hafnia Exceed	—	—	—	—	—	—	—	—	10	—	—
Hafnia Excel	—	—	—	—	—	—	—	—	8	—	—
Hafnia Excellence	—	—	—	—	—	—	—	—	10	—	—
Hafnia Excelsior	—	—	—	—	—	—	—	—	10	—	—
Hafnia Executive	—	—	—	—	—	—	—	—	10	—	—
Hafnia Expedite	—	—	—	—	—	—	—	—	10	—	—
Hafnia Experience	—	—	—	—	—	—	—	—	10	—	—
Hafnia Express	—	—	—	—	—	—	—	—	10	—	—
Hafnia Precision	—	—	—	—	—	—	—	—	10	—	—
Hafnia Prestige	—	—	—	—	—	—	—	—	10	—	—
Hafnia Pride	—	—	—	—	—	—	—	—	10	—	—
Hafnia Providence	—	—	—	—	—	—	—	—	10	—	—
Hafnia Tanzanite	—	—	—	—	—	—	—	5.78	—	—	—
Hafnia Topaz	—	—	—	—	—	—	—	5.78	—	—	—
Hafnia Tourmaline	—	—	—	—	—	—	—	5.78	—	—	—

Environmental and Other Regulations in the Shipping Industry

Our business and the operation of our Combined Fleet are subject to various international treaties and conventions and to the applicable local, national, and subnational laws and regulations of the countries in which the vessels operate or are registered. Such laws and regulations cover a variety of topics, including, but not limited, to air pollution, water pollution, waste management, protection of natural resources, safety and health and environmental protection including storage, handling, emission, transportation and discharge of hazardous and non-hazardous materials. Compliance with such laws, regulations and other requirements may entail significant expense, including vessel modifications and implementation of certain operating procedures.

A variety of government and private entities subject the vessels in our Combined Fleet to both scheduled and unscheduled inspections of compliance with these laws and regulations. These entities include the local port authorities (applicable national authorities such as the U.S. Coast Guard ("USCG"), harbour master or equivalent), classification societies, flag state administrations (countries of registry) and charterers as well as terminal operators. Certain of these entities require us to obtain governmental or quasi-governmental permits, licenses, approvals, certificates, and other authorizations before our Hafnia Vessels and JV Vessels may operate or conduct certain activities. Failure to comply with these laws or to obtain the necessary business and technical permits, licenses, approvals, and certificates could require us to incur substantial costs or result in sanctions including suspension and/or freezing of the operation of one or more of our Hafnia Vessels and JV Vessels, suspension and/or freezing of our business and responsibility for all damages arising from any violation. For the avoidance of doubt, all the vessels in our Combined Fleet are subject to the aforementioned requirements to obtain relevant permits, licenses, approvals, certifications and other authorizations, not only our Hafnia Vessels and JV Vessels; however, generally we will not be the entity required to obtain such permits, licenses, approvals, certifications and other authorizations for TC Vessels and/or Pool Vessels and/or other vessels where we are the commercial manager or time charterer.

Governments and other regulators may periodically revise their environmental laws and regulations and other laws and regulations applicable to our industry and business or adopt new ones, and the effects of new or revised laws and regulations on our operations cannot be predicted. Although we believe that the operation of our Hafnia Vessels and JV Vessels is substantially in compliance with applicable environmental laws and regulations and that we have all permits, licenses and certificates required for the operation of our Hafnia Vessels and JV Vessels, future noncompliance or failure to maintain necessary permits or approvals could require us to incur substantial costs or temporarily suspend the operation of one or more of our Hafnia Vessels and JV Vessels. There can be no assurance that additional significant costs and liabilities will not be required to be incurred to comply with such current and future laws and regulations, or that such laws and regulations will not have a material effect on our operations, including, but not limited to, any new laws and regulations relating to climate change. In addition, even without such new regulation, our business may be indirectly affected to the extent that climate change results in sea level changes or more intense weather events. New laws and regulations may also apply to our customers, including oil and gas exploration and production companies, which may impact demand for our services.

Compliance with environmental and other regulations applicable to vessels is generally the obligation of the "company" as this term is defined in the ISM Code (defined and described below). The "company" is a vessel's registered owner unless the responsibility for operation of the vessel has been transferred to another party through a contractual arrangement such as a bareboat charter or a technical management agreement. For our Hafnia Vessels and JV Vessels, the "company" is either our internal technical management entity BW Fleet Management Pte. Ltd. or an external technical manager as described in "Item 4. Information on the Company – B. Business Overview – Technical Management" below. For the TC Vessels and the Pool Vessels, the "company" is either the vessels' registered owners, a bareboat charterer of a vessel or a technical manager. We do not provide technical management services for vessels owned by third parties; however, we do perform technical management for some of the JV Vessels.

Compliance with environmental and other regulations is in some circumstances not the obligation of the "company" and may in certain circumstances continue to be the obligation of the registered owner regardless of whether a bareboat charter or technical management agreement has been entered into and may in some circumstances be the obligation of the commercial manager or operator of the vessel.

International environmental treaties and conventions as well as U.S. environmental laws and regulations that apply to the operation of vessels are described below. Other countries, including member countries of the European Union, in which we operate or in which vessels in our Combined Fleet are registered, have or may in the future have laws and regulations that are similar, or more stringent, in nature to the U.S. laws referenced below. A particularly significant organization in the shipping industry is the International Maritime Organization ("IMO"), the United Nations agency for maritime safety and the prevention of pollution by vessels. The IMO has adopted a number of regulations relating to the prevention of pollution by vessels, including MARPOL, which establishes environmental standards relating to, e.g., oil leakage and oil spills, garbage management, sewage, air emissions, handling and disposal of noxious liquids. MARPOL applies to tankers, among other vessels, and is broken into six Annexes, each of which regulates a different source of pollution. Additionally, IMO has adopted SOLAS, which is intended to specify minimum standards for the construction, equipment, and operations of ships. An important entity within IMO is the Marine Environment Protection Committee ("MEPC"), which is the entity addressing environmental issues under IMO. MEPC holds two sessions a year and a reference to, e.g., MEPC 80, is a reference to MEPC's 80th session.

Water Pollution

International

The IMO and other international bodies have implemented various strategies, measures, codes, conventions, and other initiatives relating to water pollution which have an effect on our industry, including, but not limited to, the following:

a. International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk

Bulk carriage of chemicals is covered by regulations in Chapter VII of SOLAS (Carriage of Dangerous Goods) and Annex II of MARPOL (Regulations for the Control of Pollution by Noxious Liquid Substances in Bulk). Both SOLAS and MARPOL require chemical tankers constructed after July 1, 1986 to comply with the International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk

(the "IBC Code"). The IBC Code provides international standards for the transportation in bulk by sea of dangerous chemicals and noxious liquid substances, including by prescribing design and construction standards of ships and their equipment, and also covers marine pollution aspects. The IBC Code has been amended several times, latest in 2004. Ships subject to the IBC Code are designed to one of three standards: type 1, type 2 or type 3, where type 1 prescribes the strictest requirements and type 2 and type 3 prescribe progressively less strict requirements. Additionally, under the IBC Code, those of our vessels carrying chemicals are required to obtain a certificate of fitness for the carriage of dangerous chemicals in bulk. All of our Hafnia Vessels and JV Vessels requiring a certificate under the IBC Code have obtained such a certificate.

b. International Convention on Civil Liability for Oil Pollution Damage

The IMO adopted the International Convention on Civil Liability for Oil Pollution Damage in 1969 (the "CLC"). The CLC was revised subsequently by the protocol of 1976, the protocol of 1984 and the protocol of 1992 (the "1992 Protocol"). The 1992 Protocol widened the scope of the CLC in certain areas. Parties to the 1992 Protocol are no longer parties to the CLC; however, there are a number of states which are party to the CLC, and which have not yet ratified the 1992 Protocol. The CLC governs pollution damage resulting from spills of persistent oils caused by oil ships actually laden with oil or on first voyage after carriage of oil and have oil residues from a previous voyage and, if the 1992 Protocol applies, if caused by ships constructed/adapted for the carriage of oil in bulk as cargo.

Under the CLC, a vessel's registered owner may be strictly liable for oil pollution damage caused in the territory of contracting states, including territorial waters, unless the owner can prove certain specific exceptions apply. The 1992 Protocol extends the applicability of the CLC to damage caused within 200 nautical miles from the coast of the contracting states. The CLC includes specific limitations of liability expressed in the International Monetary Fund currency unit, Special Drawing Rights. The specific limitations vary depending on whether the state where the damage occurred is party to the CLC or the 1992 Protocol. The right to limit liability is forfeited under the CLC where the oil pollution is caused by the owner's actual fault and, under the 1992 Protocol, where the spill is caused by the owner's intentional or reckless act or omission where the shipowner knew pollution damage would probably result. The CLC requires ships over 2,000 tons covered by it to maintain insurance or other financial security in sums equivalent to an owner's total liability for a single incident. We have protection and indemnity insurance for environmental incidents. All of our Hafnia Vessels and JV Vessels are in possession of a state-issued certificate attesting that the required insurance coverage under the CLC and 1992 Protocol is in place.

c. International Convention on Civil Liability for Bunker Oil Pollution

The International Convention on Civil Liability for Bunker Oil Pollution (the "Bunker Convention") entered into force on November 21, 2008. The Bunker Convention provides a liability, compensation, and compulsory insurance system for the victims of oil pollution damage caused by spills of bunker oil. The Bunker Convention imposes strict liability on shipowners (including the registered owner, bareboat charterer, manager, or operator) for pollution damage in the territorial waters, including the territorial sea and exclusive economic zones, of a state party caused by the escape or discharge of bunker fuel. Registered owners of any sea going vessel and seaborne craft over 1,000 gross tonnage, of any type whatsoever, and registered in a state party, or entering or leaving a port in the territory of a state party, will be required to maintain insurance which meets the requirements of the Bunker Convention and to obtain a certificate issued by a state party attesting that such insurance is in force. The state party-issued certificate must be carried on board at all times. P&I Clubs in the International Group issue the required Bunker Convention "Blue Cards" to provide evidence that there is insurance in place that meets the Bunker Convention requirements and thereby enable signatory states to issue certificates. All of our Hafnia Vessels and JV Vessels have received "Blue Cards" from their P&I Club and are in possession of a state-issued certificate attesting that the required insurance cover under the Bunker Convention is in place.

d. International Convention for the Control and Management of Ships' Ballast Water and Sediments

The International Convention for the Control and Management of Ships' Ballast Water and Sediments (the "Ballast Water Management Convention") aims to prevent the spread of harmful aquatic organisms from one region to another, by establishing standards and procedures for the management and control of ships' ballast water and sediments. The Ballast Water Management Convention's implementing regulations call for a phased introduction of mandatory ballast water exchange requirements, to be replaced in time with mandatory concentration limits, and require all ships to carry a ballast water record book and an international ballast water management certificate. The

Ballast Water Management Convention was ratified in September 2016 and entered into force in September 2017. The IMO has imposed updated guidelines for ballast water management systems specifying the maximum amount of viable organisms allowed to be discharged from a vessel's ballast water (the so-called D-2 standard) and sets out specific deadlines for each vessel's compliance with this standard. All vessels must meet D-2 standard no later than September 8, 2024, but for many vessels, the deadline for meeting the D-2 standard was earlier than September 8, 2024. Amendments to the Ballast Water Management Convention came into force on June 1, 2022, that include changes to the form of the Ballast Water Management certificate and the rules requiring commissioning testing of ballast water management systems at the ship's initial survey or during an additional survey for retrofits. This testing is required before the Ballast Water Management certificate for D-2 standard is issued but does not apply to ships that already have a certified ballast water management system installed. MEPC 79 has agreed that it is permitted to use ballast tanks for temporary storage of treated sewage and grey water and MEPC 80 adopted amendments to the form of the ballast water record book which are expected to enter into force on February 1, 2025.

As at December 31, 2023, all but five of our Hafnia Vessels had ballast water treatment systems installed and had ballast water management certificates. Installation on two Hafnia Vessels was finalised in January 2024 and the remaining three are scheduled to have ballast water treatment systems installed before their deadline for compliance during their regularly scheduled drydocking.

e. International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea

In 1996, the IMO adopted the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea (the "HNS Convention"). The aim of the HNS Convention is to ensure adequate, prompt and effective compensation for damage resulting from shipping accidents involving hazardous and noxious substances. The HNS Convention has not yet been ratified by the required number of states. If the HNS Convention enters into force, we could be required to incur additional costs or capital expenses to be compliant.

United States

The United States has implemented various strategies, measures, laws, regulations, and other initiatives relating to water pollution which have an effect on our industry including, but not limited to, the following:

a. Oil Pollution Act

The U.S. Oil Pollution Act of 1990 (the "OPA") established an extensive regulatory and liability regime for the protection and cleanup of the environment from oil spills. The OPA affects all owners and operators whose vessels trade or operate within the United States, its territories and possessions, or whose vessels operate in the waters of the U.S., which includes the U.S. territorial seas and its 200-nautical-mile exclusive economic zone. The Comprehensive Environmental Response, Compensation, and Liability Act (the "CERCLA") applies to the discharge of hazardous substances whether on land or at sea. These laws may affect us because we carry oil products, petroleum products, chemicals and other liquids, as wells as oil as fuel and lubricants for our engines, and the discharge of these substances could cause an environmental hazard. Under the OPA, vessel owners and operators are "responsible parties" and are jointly, severally and strictly liable (unless the spill results solely from the act or omission of a third party, an act of God or an act of war) for all containment and clean-up costs and other damages arising from discharges or threatened discharges of oil from their vessels, including bunkers. The OPA defines these damages broadly to include:

- injury to, destruction or loss of, or loss of use of, natural resources and related assessment costs;
- injury to, or economic losses resulting from, the destruction of real and personal property;
- net loss of taxes, royalties, rents, fees, or net profit revenues resulting from injury, destruction, or loss of real or personal property, or natural resources;
- loss of subsistence use of natural resources that are injured, destroyed, or lost;
- lost profits or impairment of earning capacity due to injury, destruction, or loss of real or personal property or natural resources; and
- net cost of increased or additional public services necessitated by removal activities following a discharge of oil, such as protection from fire, safety, or health hazards.

The limits of the OPA liability are the greater of $2,500 per gross ton or $21,521,000 for any tanker, other than single-hull tank vessels, over 3,000 gross tons (subject to possible adjustment for inflation). However, these limits of liability do not apply where the incident is caused by violation of applicable U.S. federal safety, construction, or operating regulations, or by the responsible party's gross negligence or wilful misconduct. These limits likewise do not apply if the responsible party fails or refuses to report the incident or to cooperate and assist in connection with the substance removal activities. The OPA specifically permits individual states to impose their own liability regimes with regard to oil pollution incidents occurring within their boundaries, and some states have enacted legislation providing for unlimited liability for discharge of pollutants within their waters. In some cases, states, which have enacted their own legislation, have not yet issued implementing regulations defining shipowners' responsibilities under these laws.

The CERCLA, which also applies to owners and operators of vessels, contains a similar liability regime and provides for recovery of clean-up and removal costs and the imposition of natural resource damages for releases of "hazardous substances" which as defined in the CERCLA does not include oil. Liability under the CERCLA is limited to the greater of $300 per gross ton or $0.5 million for each release from vessels not carrying hazardous substances as cargo or residue, and the greater of $300 per gross ton or $5 million for each release from vessels carrying hazardous substances as cargo or residue. As with the OPA, these limits of liability do not apply where the incident is caused by violation of applicable U.S. federal safety, construction or operating regulations, or by the responsible party's gross negligence or wilful misconduct or if the responsible party fails or refuses to report the incident or to cooperate and assist in connection with the substance removal activities. The OPA and CERCLA each preserve the right to recover damages under existing law, including maritime tort law. We believe that we are in substantial compliance with the OPA, the CERCLA and all applicable state regulations in the ports where our Hafnia Vessels and JV Vessels call.

The OPA and CERCLA both require owners and operators of vessels to establish and maintain with the USCG evidence of financial responsibility sufficient to meet the maximum amount of liability to which the particular responsible person may be subject. Vessel owners and operators may satisfy their financial responsibility obligations by providing a proof of insurance, a surety bond, qualification as a self-insurer or a guaranty. Under OPA regulations, an owner or operator of more than one vessel is required to demonstrate evidence of financial responsibility for the entire fleet in an amount equal only to the financial responsibility requirement of the vessel having the greatest maximum liability under the OPA/CERCLA. Each of our ship owning subsidiaries that has vessels trading in U.S. waters has applied for and obtained from the U.S. Coast Guard National Pollution Funds Center three-year certificates of financial responsibility ("COFRs"), supported by guarantees purchased from an insurance-based provider. We believe that we will be able to continue to obtain the requisite guarantees and that we will continue to be granted COFRs from the USCG for each of our Hafnia Vessels and JV Vessels that is required to have one.

b. Clean Water Act

The U.S. Clean Water Act (the "CWA") prohibits the discharge of oil, hazardous substances and ballast water in U.S. navigable waters unless authorised by a duly issued permit or exemption and imposes strict liability in the form of penalties for any unauthorised discharges. The CWA also imposes substantial liability for the costs of removal, remediation and damages and complements the remedies available under the OPA and CERCLA. In addition, many U.S. states that border a navigable waterway have enacted environmental pollution laws that impose strict liability on a person for removal costs and damages resulting from a discharge of oil or a release of a hazardous substance. These laws may be more stringent than U.S. federal law.

c. Vessel General Permit for Discharges Incidental to the Normal Operation of Vessels and Vessel Incidental Discharge Act

The U.S. Environmental Protection Agency (the "EPA") regulates the discharge of ballast and bilge water and other substances in U.S. waters under the CWA. The EPA regulations historically have required vessels 79 feet in length or longer (other than commercial fishing vessels and recreational vessels) to obtain and comply with a permit that regulates ballast water discharges and other discharges incidental to the normal operation of certain vessels within U.S. waters.

In March 2013, the EPA issued the Vessel General Permit for Discharges Incidental to the Normal Operation of Vessels ("VGP"). The 2013 VGP focuses on authorizing discharges incidental to operations of commercial vessels and contains ballast water discharge limits for most vessels to reduce the risk of invasive species in U.S. waters, more stringent requirements for exhaust gas scrubbers and the use of environmentally acceptable lubricants.

In December 2018, the Vessel Incidental Discharge Act ("VIDA") was signed into law and restructured the EPA and the USCG programs for regulating incidental discharges from vessels. Rather than requiring CWA permits, the discharges will be regulated under a new CWA Section 312(p) establishing Uniform National Standards for Discharges Incidental to Normal Operation of Vessels. Under VIDA, VGP provisions and existing USCG regulations will be phased out over a period of approximately four years and replaced with National Standards of Performance ("NSPs") to be developed by EPA and implemented and enforced by the USCG. Under VIDA, the EPA was directed to develop the NSPs by December 2020 and the USCG is directed to develop its corresponding regulations two years after EPA develops the NSPs. On October 26, 2020, the EPA issued proposed regulations to establish NSPs, including general discharge standards of performance, covering general operation and maintenance, biofouling management, and oil management, and specific discharge standards applicable to specified pieces of equipment and systems.

The 2013 VGP was scheduled to expire in December 2018; however, under VIDA, the provisions of the 2013 VGP will remain in place until the new EPA and USCG regulations are in place, which remain outstanding. Pursuant to the requirements in the VGP, vessel owners and operators must meet twenty-five sets of state-specific requirements as the CWA's 401 certification process allows tribes and states to impose their own requirements for vessels operating within their waters. Vessels operating in multiple jurisdictions could face potentially conflicting conditions specific to each jurisdiction that they travel through.

d. National Invasive Species Act

The USCG regulations adopted under the U.S. National Invasive Species Act require the USCG's approval of any technology before it is placed on a vessel. As a result, the USCG has provided waivers to vessels which could not install the then as-yet unapproved technology. In May 2016, the USCG published a review of the practicability of implementing a more stringent ballast water discharge standard. The results concluded that technology to achieve a significant improvement in ballast water treatment efficacy cannot be practically implemented. In February 2016, the USCG issued a new rule amending the Coast Guard's ballast water management record-keeping requirements. Effective February 22, 2016, vessels with ballast tanks operating exclusively on voyages between ports or places within a single Captain of the Port zone (an area under the command of an individual Coast Guard officer designated by the Coast Guard Commandant to enforce the relevant regulations and policies in such area), were required to submit an annual report of their ballast water management practices. Further, under the amended requirements, vessels may submit their reports after arrival at the port of destination instead of prior to arrival. As discussed above, under VIDA, existing USCG ballast water management regulations will be phased out over a period of approximately four years and replaced with NSPs to be developed by EPA and implemented and enforced by the USCG.

European Union

In October 2009, the European Union amended a directive to impose criminal sanctions for illicit ship-source discharges of polluting substances, including minor discharges, if committed with intent, recklessly or with serious negligence and the discharges individually or in the aggregate result in deterioration of the quality of water. Aiding and abetting the discharge of a polluting substance may also lead to criminal penalties. The directive applies to all types of vessels, irrespective of their flag, but certain exceptions apply to warships or where human safety or that of the ship is in danger. Criminal liability for pollution may result in substantial penalties or fines and increased civil liability claims.

In June 2023, the European Commission presented legislative proposals to modernise EU rules on maritime safety and prevention of water pollution; including extension of port state controls, proposals to prevent illegal discharges into European seas, including by extending the scope of prohibitions to cover a wider range of polluting substances, and to strengthen the legal framework for penalties and their application. The proposals have not yet been adopted but these or other new regulations regarding water pollution may have an effect on our business in the future.

Anti-Fouling

Anti-fouling systems, such as paint or surface treatment, are used to coat the bottom of vessels to prevent the attachment of molluscs and other sea life to the hulls of vessels. Our Hafnia Vessels and JV Vessels are subject to the IMO's International Convention on the Control of Harmful Anti-fouling Systems on Ships (the "AFS Convention") which prohibits the use of organotin compound coatings in anti-fouling systems. Vessels of over 400 gross tons engaged in international voyages must obtain an International Anti-fouling System Certificate ("IAFS Certificate") and undergo an initial survey before the vessel is put into service or when the anti-fouling systems are altered or replaced. The AFS Convention was amended in June 2021 to prohibit anti-fouling systems containing cybutryne. These amendments had effect from January 1, 2023, and from this date, ships shall not apply or re-apply anti-fouling systems containing cybutryne. For ships already bearing an anti-fouling system containing cybutryne, the amendments have effect from the next scheduled renewal of the anti-fouling system after January 1, 2023 but no later than 60 months following the last application to the ship of the anti-fouling system containing cybutryne. Ships bearing an anti-fouling system containing cybutryne shall within this timeframe either remove the anti-fouling system or apply a coating that forms a barrier to the cybutryne leaching from the underlying noncompliant anti-fouling systems. In addition, the IAFS Certificate has been updated to address compliance with the cybutryne restrictions. Ships in operation will need to comply within the first anti-fouling renewal survey and must receive an updated IAFS Certificate no later than two years after the entry into force of these amendments. Ships which are not affected (i.e. with anti-fouling systems which do not contain cybutryne) must receive an updated IAFS Certificate at the next anti-fouling application to the vessel.

We have obtained IAFS Certificates for all of our Hafnia Vessels and JV Vessels, and we do not believe that maintaining such certificates will have an adverse financial impact on the operation of our Hafnia Vessels and JV Vessels.

Biofouling

On July 7, 2023, the IMO's Maritime Environmental Protection Committee adopted revised guidelines for the control and management of ships' biofouling to minimise the transfer of invasive aquatic species. The update to the 2011 guidelines was undertaken to reduce the threat posed by invasive aquatic species through biofouling on vessels to the well-being of the sea and to improve the vessel's hydrodynamic performance. In addition, biofouling management practices enhance energy efficiency and reduce greenhouse air emissions from vessels due to lower fuel demand in operation as a result of a clean hull. The 2023 guidelines focus on operational considerations such as the selection and installation of AFS and the re-installation, re-application or repair of the AFS, as well as guidance on maritime growth prevention systems ("MGPS"). Ship design and construction have been taken into consideration under the 2023 guidelines. The biofouling inspection frequency or inspection dates (or date ranges) for in-water inspections by organizations, crew or personnel who are competent during the in-service period of the vessel should be based on the ship-specific biofouling risk profile, including inspection as a contingency action, and specified in the Biofouling Management Plan ("BFMP") under the responsibility of shipowners, ship operators and shipmasters. The 2023 guidelines also provide updates to information to be included in a BMFP and biofouling management record book. For vessels not undertaking performance monitoring, the first inspection date should be within 12 months of application, reapplication, installation or renewal of the AFS to confirm their effective operation. Where monitoring indicates that the AFS is not performing effectively soon after application, reapplication, installation or renewal (e.g., increased fuel consumption), an inspection should be carried out to confirm the condition of the AFS and level of biofouling as soon as practical or possible, in line with the BFMP and contingency action plan. If adequate performance of the AFS is observed through monitoring, the inspection could be conducted up to 18 months after application, reapplication, installation or renewal, noting that such monitoring may not reflect the level of biofouling in all niche areas. Subsequent inspections should occur at least every 12 to 18 months and may need to increase in frequency to confirm the continued effectiveness of an ageing or damaged AFS. In-water inspections should seek to coincide with existing subsea operations (e.g., underwater inspections in lieu of drydock or any other in-water inspections), including any unscheduled subsea operations. If no AFS is installed in areas of a ship and no other measures are undertaken such as in-water cleaning or propeller polishing, then inspections should occur more frequently.

A biofouling rating based on the type and extent of biofouling as well as the condition of the AFS and the functioning of any MGPS will be determined by each biofouling inspection. The determined rating scale provides a recommendation on the type of cleaning that should take place should biofouling of a certain rating be present.

For example, a fouling rating of zero is given when there is no fouling. A fouling rating of one is given where submerged areas are partially or entirely covered in microfouling, where metal and painted surface may be visible beneath the fouling. A number of different fouling ratings are defined from light macrofouling (presence of microfouling and multiple macrofouling patches) all the way through to heavy macrofouling (large patches or submerged areas entirely covered in macrofouling). If the AFS is significantly deteriorated, drydocking with maintenance and reapplication of the AFS is recommended.

We have developed a BFMP which is in place on board our Hafnia Vessels and JV Vessels. We measure hull performance daily and run full performance evaluations weekly. Based on the weekly analyses, we initiate inspections to verify the cause of AFS deterioration where such is observed and if the AFS is negatively affected, we effect the necessary rectifications.

Air Pollution and Greenhouse Gasses

International

The IMO and other international bodies have implemented various strategies, measures, codes, conventions and other initiatives relating to air emissions and greenhouse gasses which have an effect on our industry including, but not limited to, the following:

a. Air Pollution

MARPOL Annex VI regulations for the "Prevention of Air Pollution from Ships" apply to all vessels, fixed and floating drilling rigs and other floating platforms. Annex VI sets limits on sulphur oxide and nitrogen oxide emissions from vessel exhausts, emissions of volatile compounds from cargo tanks, incineration of specific substances, and prohibits deliberate emissions of ozone depleting substances. Annex VI also includes a global cap on sulphur content of fuel oil and allows for special areas to be established with more stringent controls on sulphur emissions. The certification requirements for Annex VI depend on size of the vessel and time of the periodic classification survey. Ships weighing more than 400 gross tons and engaged in international voyages involving countries that have ratified the conventions, or vessels flying the flag of those countries, are required to have an International Air Pollution Certificate ("IAPP Certificate"). Annex VI came into force in the United States on January 8, 2009. All our Hafnia Vessels and JV Vessels have been issued IAPP Certificates.

From January 1, 2020, an upper limit of sulphur content of ship's fuel oil was reduced to 0.5% from a previous 3.5% under the so-called IMO2020 regulation prescribed in MARPOL. Ships may limit their air pollutants by using compliant fuels such as low sulphur fuel oil (VLSFO) or marine gas oil (MGO), by installing exhaust gas cleaning systems (scrubbers), or by using alternative fuels with low or zero sulphur contents such as liquified natural gas or biofuels. In certain areas, so called emission control areas ("ECAs"), the upper limit of sulphur content is reduced to 0.1%. ECAs include certain coastal areas of North America, the U.S. Caribbean Sea, the Baltic Sea and the North Sea. With effect from May 2025, the Mediterranean Sea has been designated as an ECA.

Additionally, the IMO has adopted draft amendments to MARPOL Annex I to, with effect from July 1, 2024, prohibit the use or carrying for use of heavy fuel oil (HFO) in Arctic waters. IMO's MEPC 77 adopted a non-binding resolution which urges member states and ship operators to voluntarily use distillate or other cleaner alternative fuels or methods of propulsion that are safe for ships and could contribute to the reduction of black carbon emissions from ships when operating in or near the Arctic.

While some of our Hafnia Vessels have exhaust gas cleaning systems (scrubbers) installed, we generally comply with sulphur requirements by using compliant fuels for the vessels in our Hafnia Fleet.

b. Greenhouse Gasses | EEDI, EEXI, SEEMP, CII

IMO has introduced measures to reduce emissions of GHGs, including the so-called EEDI, EEXI, SEEMP & CII-frameworks which are described in further detail below. We may incur costs to comply with these revised standards. Additional or new conventions, laws and regulations may be adopted that could require the installation of expensive emission control systems and could adversely affect our business, results of operations, cash flows and financial condition.

i. EEDI & EEXI

EEXI (Energy Efficiency eXisting ship Index) is a framework introduced by the IMO for determining energy efficiency and CO2 emissions from the vessel's operations based on its design parameters.

From January 1, 2023, it became a requirement that vessels subject to the EEXI framework must have an attained EEXI value falling below an allowable maximum value (the required EEXI). If a vessel's EEXI does not satisfy the required EEXI, it is necessary to implement countermeasures.

EEXI supplements the EEDI (Energy Efficiency Design Index) which has been in force since 2013. EEDI applies to newbuilds while EEXI applies to existing vessels. All of our Hafnia Vessels and JV Vessels are subject to the EEXI framework. Certification of EEXI will take place at the first annual, intermediate, or special survey on or after January 1, 2023. Compliance with EEXI will be documented by the issuance of the IEE certificate.

93 of our Hafnia Vessels and JV Vessels were designed to fall below the minimum standard. For the remaining vessels, we have taken steps, including implementing engine and shaft power limitation devices, to ensure that all our Hafnia Vessels are compliant with the EEXI regulation by the individual vessel's compliance date. As at December 31, 2023, all Hafnia Vessels and JV Vessels are, as applicable, in compliance with EEDI or EEXI certification.

ii. SEEMP

As of January 1, 2013, certain measures relating to energy efficiency for ships were made mandatory under MARPOL. All ships above 400 gross tonnage became required to develop and implement a Ship Energy Efficiency Management Plan ("SEEMP"). A SEEMP is split into three different parts, each of which includes different requirements on vessel owners and vessel operators.

- SEEMP Part I requires all ships of 400 gross tonnage and above to retain a ship-specific Ship Energy Efficiency Management Plan on board. The purpose of SEEMP Part I is to establish a mechanism for a company and/or a ship to improve energy efficiency and reduce carbon intensity. This plan is not subject to confirmation or verification.
- SEEMP Part II requires ships of 5,000 gross tonnage and above engaging in international voyages to collect and report their fuel oil consumption data to their flag administration or an organization authorised by the flag administration. The ships subject to this requirement must develop a ship fuel oil consumption data collection plan which should be confirmed by either their flag administration or an organization authorised by the flag administration.
- SEEMP Part III applies to vessels subject to the below-described CII requirements. As from January 1, 2023, all vessels subject to the CII ratings requirements are required to develop a Ship Operational Carbon Intensity Plan (known as "SEEMP Part III") which must include certain information, including (i) the CII calculation methodology, (ii) required CII values for the next three years, (iii) an implementation plan to achieve the required CII value, and (iv) procedures for self-evaluation and improvement. Additionally, if a vessel has a CII 'E' rating for any year or a 'D' rating for three consecutive years, it must develop a corrective action plan in the SEEMP Part III. The SEEMP Part III must be verified by the flag administration or an organization authorised by the flag administration.

As at December 31, 2023, all Hafnia Vessels and JV Vessels were in compliance with the SEEMP Part I, Part II and Part III requirements.

iii. CII

Carbon Intensity Indicator ("CII") is a rating scheme developed by the IMO. According to CII, vessels over 5,000 GT must quantify and report their carbon emissions from ongoing operations. CII determines the annual

reduction factor needed to continuously improve the vessel's operational carbon intensity. Based on the collected data, the vessel is rated on a scale from A – E, where A is best. The rating indicates a performance level which is major superior, minor superior, moderate, minor inferior or inferior.

The first assessment of CII will take place in 2024 based on the data for vessels' operations in 2023. If a vessel is rated D for three consecutive years or E for one year, a corrective action plan must be provided to indicate how an index of C or above will be reached.

As at December 31, 2023, all Hafnia Vessels were in compliance with the CII requirements. However, eight vessels are rated D and one vessel is rated E.

United States

The United States has implemented various strategies, measures, laws, regulations and other initiatives relating to air emissions and greenhouse gasses which have an effect on our industry including, but not limited to, the following:

a. Clean Air Act

The U.S. Clean Air Act of 1970 (including its amendments of 1977 and 1990) (the "CAA") requires the EPA to promulgate standards applicable to emissions of volatile organic compounds and other air contaminants. Our Hafnia Vessels and JV Vessels are subject to vapor control and recovery requirements for certain cargos when loading, unloading, ballasting, cleaning and conducting other operations in regulated port areas and emission standards for so-called "Category 3" marine diesel engines operating in U.S. waters. The marine diesel engine emission standards are currently limited to new engines beginning with the 2004 model year. On April 30, 2010, the EPA promulgated final emission standards for Category 3 marine diesel engines equivalent to those adopted in the amendments to Annex VI to MARPOL. The emission standards were applied in two stages: near-term standards for newly built engines apply from 2011, and long-term standards requiring an 80% reduction in nitrogen dioxides, or NOx, apply from 2016. A further stage of reductions, known as "Tier 4" standards, has also been developed and implemented. However, in October 2020, EPA published a final rule to provide additional lead time for implementation for certain high-speed vessels. Pursuant to the final rule, the Tier 4 standards apply from model year 2022 for engines installed in a wide range of high-speed vessels, and from model year 2024 for engines installed in certain other such vessels, subject to certain limitations. Separately, in December 2019, the EPA published a final rule concerning national diesel fuel regulations that will allow fuel suppliers to distribute distillate diesel fuel that complies with the 0.5% international sulphur cap instead of fuel standards that otherwise apply to distillate diesel fuel in the United States. Fuel that does not meet the 0.5% sulphur cap cannot be used in ECA boundaries. Compliance with these standards may cause us to incur costs to install control equipment on our Hafnia Vessels and JV Vessels in the future.

b. Greenhouse Gasses

In the United States, the EPA issued a finding that GHGs endanger public health and safety and has adopted regulations that regulate the emission of GHGs from certain sources. For example, fossil fuel companies to whom we provide services are subject to regulations by various government agencies, which may include the EPA and bodies within the Department of the Interior. These regulations may include restrictions on certain oil & gas production or stimulation techniques, requirements for the installation and use of certain emissions control technologies, and other regulations that may adversely impact the operations of our customers, which may ultimately reduce demand for our services. Regarding our own operations, the EPA enforces both the CAA and the international standards found in Annex VI of MARPOL concerning marine diesel emissions, and the sulphur content found in marine fuel. Other federal and state regulations relating to the control of greenhouse gas emissions may follow, including climate change initiatives that have been considered in the U.S. Congress. Notably, the United States rejoined the Paris Agreement in February 2021, and, in April 2021, announced a new, more rigorous nationally determined emissions reduction level of 50-52% reduction from 2005 levels in economy-wide net GHG emissions by 2030.

European Union

The European Union has implemented various strategies, measures, directives, regulations and other initiatives relating to air emissions and greenhouse gasses which have an effect on our industry including, but not limited to, the following:

a. EU Regulation on monitoring, reporting and verification of carbon dioxide (CO2) emissions

On April 29, 2015, Regulation (EU) 2015/757 of the European Parliament and of the EU Council on the monitoring, reporting and verification of carbon dioxide emissions from maritime transport and amending Directive 2009/16/EC ("EU MRV") was adopted. EU MRV requires large vessels calling at EU ports to collect and publish data on CO2 emissions and other information and requires owners of vessels over 5,000 gross tons to monitor emissions for each ship on a per-voyage and annual basis from January 1, 2018. Further, from 2019, all ships above 5,000 gross tons, regardless of flag state, calling at EU ports must submit a verified emissions report to the European Commission and the vessel's flag state by April 30 of each year, and by June 30 of each year vessels must carry a valid document of compliance confirming compliance with Regulation (EU) 2015/757 for the prior reporting period.

b. EU Emissions Trading System

From January 1, 2024, the EU Emissions Trading System ("EU ETS") has been extended to cover emissions from ships of 5,000 gross tonnage and above entering EU ports, regardless of flag state. The EU ETS is a "cap" and "trade" system providing for an absolute, gradually decreasing, "cap" on total emissions. Under the EU ETS, shipowners will be required to submit 1 EU allowance ("EUA") for each ton of CO2 (or CO2-equivalent) they emit. EUAs are financial instruments which can be purchased at auctions (primary market), OTC exchanges (secondary market) or on a direct, bilateral basis. Each EUA is valid for 10 years from its year of issue.

The EU ETS covers 50% of emission from voyages starting or ending outside the European Union and 100% of emissions that occur between two EU ports and when ships are within EU ports. The EU ETS currently applies to CO2-emissions and will extend to methane (CH4) and nitrous oxide (N2O) from 2026. The EU ETS is gradually phased in and as such, shipping companies will be obligated to surrender EUAs in 2025 for 40% of their emissions reported in 2024, in 2026 for 70% of their emissions reported in 2025 and from 2027 for 100% of their reported emissions in the previous year.

The obligation to surrender EUAs will generally rest with the vessel's registered owner; however, the obligation can be delegated contractually from a vessel's registered owner to a bareboat charterer or a technical manager. If a shipping company does not surrender the required EUAs, they will be liable to pay a penalty and may be published as a non-complying shipping company. Additionally, if a shipping company is noncompliant for at least two consecutive years, vessels with an EU flag state may be detained and vessels may be prohibited from entering EU member states other than their flag state (if the flag state is an EU member state). The sanctions are based on the shipping company and not the specific vessels.

c. FuelEU Maritime Regulation

On October 12, 2023, Regulation (EU) 2023/1805 of the European Parliament and of the Council of September 13, 2023 on the use of renewable and low-carbon fuels in maritime transport, and amending Directive 2009/15/EC (the "FuelEU Maritime Regulation") entered into force. The FuelEU Maritime Regulation sets out uniform rules (i) imposing a limit on the greenhouse gas (GHG) intensity of energy used on board a ship arriving at, staying within, or departing from ports of an EU member state and (ii) an obligation for passenger ships and container ships to use on-shore power supply (OPS) or zero-emission technology in ports of an EU member state. The FuelEU Maritime Regulation will apply to ships of 5,000 gross tonnage and above, regardless of their flag state, and will apply from January 1, 2025 except for articles relating to the monitoring plan to be submitted which will apply from August 31, 2024.

The FuelEU Maritime Regulation sets out a progressively decreasing maximum yearly average GHG intensity of the energy used on board a ship during the reporting period. The GHGs within the scope of the FuelEU Maritime Regulation are carbon dioxide (CO2), methane (CH4) and nitrous oxide (N2O). The GHG energy intensity requirements in the FuelEU Maritime Regulation will apply to 100% of energy used for voyages between two EU ports of call and 100% of energy used while a vessel stays in a European Union port of call and to 50% of energy used for voyages between an EU port of call and a destination outside the European Union and to 50% of the energy

used for voyages to or from the outermost regions of the EU. For container vessels, FuelEU Maritime Regulation will additionally apply to voyages to and from certain transshipment ports near the EU.

Shipping companies must submit a standardised emissions monitoring plan for each of their vessels by August 31, 2024, and from January 1, 2025, must collect information in accordance with this plan. From 2026, shipping companies must submit the relevant information to a verifier and thereafter to a compliance database to be established by the European Union. Each year, the verifier will issue to the shipping company a FuelEU document of compliance which must be kept onboard all ships calling at an EU port of call. Subject to certain restrictions, shipping companies can "bank" or borrow compliance surplus between reporting periods or pool compliance between multiple vessels, including pooling compliance with vessels controlled by another company. If a ship is noncompliant, it will be subject to penalties. These penalties must be paid in order for the ship to receive the document of compliance from the verifier. A ship that is noncompliant for two or more consecutive years may be issued an expulsion order.

d. Directive (EU) 2016/802 of the European Parliament and of the Council of May 11, 2016 relating to a reduction in the sulphur content of certain liquid fuels (codification)

The European Union has adopted regulations requiring vessels to use reduced sulphur content fuel for their main and auxiliary engines. The European Union has imposed a 0.1% maximum sulphur requirement for fuel used by ships at berth in the Baltic, the North Sea and the English Channel (the so called "Sox-Emission Control Area" under Annex VI to MARPOL). Additionally, as of January 2020, EU member states must ensure that ships in all EU waters, except the Sox-Emission Control Area, use fuels with a 0.5% maximum sulphur content.

Other rules and regulations regarding air pollution and GHG

The issue of climate change and the effect of GHG emissions, in particular emissions from fossil fuels, has attracted and continues to attract attention from a wide range of groups, including politicians, regulators, financial institutions, and the general public. In 2019, a consortium of shipping financiers launched the Poseidon Principles, a framework to assess and disclose the alignment of ship finance portfolios with the climate-related goals of the IMO. While voluntary, signatories commit to implementing the Poseidon Principles in their internal policies.

At the international level, at the 26th Conference to the Parties of the United Nations Framework Convention on Climate Change ("COP 26"), the United States and European Union jointly announced the launch of the Global Methane Pledge, an initiative committing to a collective goal of reducing global methane emissions by at least 30% from 2020 levels by 2030, including "all feasible reductions" in the energy sector. At the 28th Conference to the Parties of the United Nations Framework Convention on Climate Change ("COP 28"), the United States announced new regulations intended to cut methane pollution from the nation's oil and gas industry by nearly 80% through 2038. Additionally, the global stocktake at COP 28 called on parties to take actions towards tripling of renewable energy capacity as well to take measures driving the transition away from fossil fuels in energy systems. Furthermore, at COP 28, parties agreed to submit updated climate plans for 2035 by 2025. The updated nationally determined contributions should be economy-wide, cover all greenhouse gasses and be aligned with the 1.5 degree Celsius temperature limit set out in the Paris Agreement.

An increasing number of financial institutions have also established policies or commitments to reduce emissions associated with their portfolios. At COP 26, the Glasgow Financial Alliance for Net Zero ("GFANZ") announced that commitments from over 450 firms across 45 countries had resulted in over $130 trillion in capital committed to net zero goals. The various sub-alliances of GFANZ generally require participants to set short-term, sector-specific targets to transition their financing, investing, and/or underwriting activities to net zero emissions by 2050.

There is also a risk that financial institutions will be required to adopt policies that have the effect of reducing the funding provided to the fossil fuel sector. In late 2020, the U.S. Federal Reserve announced that it had joined the Network for Greening the Financial System, a consortium of financial regulators focused on addressing climate-related risks in the financial sector. Subsequently, the U.S. Federal Reserve has issued a statement in support of the efforts of the Network for Greening the Financial System to identify key issues and potential solutions for the climate-related challenges most relevant to central banks and supervisory authorities. Limitation of investments in and financings for fossil fuel energy companies could result in the restriction, delay or cancellation of drilling programs or development, production, liquefaction, or related activities, which may

ultimately reduce demand for our services. Additionally, the SEC has proposed but not yet promulgated rules requiring climate-related disclosures. Although the ultimate form and substance of these requirements is not yet known, this may result in additional costs to comply with any such disclosure requirements.

Wreck Removal

The Nairobi Convention on the Removal of Wrecks ("Wreck Removal Convention") entered into force on April 14, 2015 and contains obligations for shipowners to effectively remove wrecks located in a member state's exclusive economic zone or equivalent 200-nautical-miles zone. The Wreck Removal Convention places strict liability, subject to certain exceptions, on a vessel owner for locating, marking, and removing the wreck of any owned vessel deemed to be a hazard due to factors such as its proximity to shipping routes, traffic density and frequency, type of traffic and vulnerability of port facilities as well as environmental damage. It also makes government certification of insurance, or other form of financial security for such liability, compulsory for ships of 300 gross tonnage and above.

Member states may intervene in certain situations. They can remove, or have removed, wrecks that pose a danger or impediment to navigation or that may be expected to result in major harmful consequences to the marine environment, or damage to the coastline or related interests, of one or more member states. The same applies for a ship that is about, or may reasonably be expected, to sink or to strand as set forth in the Wreck Removal Convention. The cost of such removal and other measures falls on the vessel owner. Should one of our vessels become a wreck subject to the Wreck Removal Convention, substantial costs may be incurred in addition to any losses suffered as a result of the loss of the vessel. The IMO continues to review and introduce new regulations. It is impossible to predict what additional regulations, if any, may be passed by the IMO and what effect, if any, such regulations might have on our operations.

Waste Management and Ship Recycling

International

The IMO and other international bodies have implemented various strategies, measures, codes, conventions and other initiatives relating to waste management and ship recycling which have an effect on our industry including, but not limited to, the following:

a. Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal

The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (the "Basel Convention") was adopted on March 22, 1989, entered into force on May 5, 1992, and has been amended a number of times after its adoption. The Basel Convention has 184 state parties, not including the United States. The aim of the Basel Convention is to protect human health and the environment against adverse effects of hazardous wastes. The Basel Convention, among other things, imposes restrictions and prohibitions on the transboundary movement of hazardous waste to or from non-parties to the convention and non-OECD states; imposes restrictions on the transboundary movement of waste to/from/through party states; and includes notification obligations applicable in the event of transboundary movement of wastes between parties to the convention. Ships are not categorised as special categories of waste and the general rules of the Basel Convention therefore apply to ships. The Basel Convention applies to waste generators, exporters, importers and disposers. There is a risk that a seller of a ship meant for recycling will be deemed a waste generator and become subject to the regulation, and compliance with the Basel Convention can be very costly and time consuming.

b. The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships

The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships (the "Hong Kong Convention") aims to ensure that when vessels are being recycled at the end of their operational lives, they do not pose any unnecessary risks to the environment, human health and safety. The ratification conditions for the Hong Kong Convention were met on June 26, 2023, and the Hong Kong Convention will enter into force on June 26, 2025. The Hong Kong Convention applies to vessels larger than 500 gross tonnage that fly the flag of a contracting state. Upon the Hong Kong Convention's entry into force, each vessel sent for recycling will have to carry an inventory of its hazardous materials, ship recycling facilities authorised by the competent authorities must provide a ship recycling plan specific for each vessel to be recycled, and governments will be required to ensure that recycling facilities under their jurisdiction comply with the Hong Kong Convention. The hazardous materials, whose use or installation is prohibited in certain circumstances, are listed in an appendix to

the Hong Kong Convention. Vessels will be required to have surveys to verify their inventory of hazardous materials initially, throughout their lives and prior to being recycled.

c. OECD Decision of the Council on the Control of Transboundary Movements of Wastes Destined for Recovery Operations

On March 30, 1992, the OECD passed a decision relating to the transboundary movement of waste destined for recovery operations between OECD member countries. The decision has been amended subsequently, including to align with the requirements under the Basel Convention. The OECD decision provides a framework for OECD members to control transboundary movements of waste in an environmentally sound manner.

European Union

The European Union has implemented various strategies, measures, directives, regulations, and other initiatives relating to waste management and ship recycling which have an effect on our industry including, but not limited to, the following:

a. Regulation (EC) No 1013/2026 of the European Parliament and of the Council of June 14, 2006 on shipments of waste

In 2006, the European Union adopted Regulation (EC) No 1013/2026 of the European Parliament and of the Council of June 14, 2006 on shipments of waste (the "EU Waste Regulation") which entered into force in July 2007. The EU Waste Regulation implements the Basel Convention (as amended) at the level of the European Union. The EU Waste Regulation, among other things, prohibits the transboundary movement of hazardous waste from EU countries to non-OECD countries. Breaches of the EU Waste Regulation may lead to sanctions such as fines and involved management members may be criminally charged, including fines, jail, and prohibitions on working in certain industries, such as shipping, for a period of time.

b. Regulation (EU) No 1257/2013 of the European Parliament and of the Council of November 20, 2023 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC

On November 20, 2013, the European Parliament and the Council of the EU adopted the Regulation (EU) No 1257/2013 of the European Parliament and of the Council of November 20, 2023 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC (the "EU Ship Recycling Regulation"). The EU Ship Recycling Regulation entered into force on December 31, 2018 and applies to vessels of no less than 500 gross tonnage operating between different states and flying the flag of an EU member state. The EU Ship Recycling Regulation prescribes that such vessels may be recycled only in facilities authorised by the European Commission. Additionally, any EU-flagged vessel and any non-EU flagged vessel calling at port or anchorage of an EU member state is required to set up and maintain an inventory of hazardous materials. Such a system includes information on the hazardous materials with a quantity above the threshold values specified in relevant EU regulations and that are identified in a ship's structure and equipment. This inventory should be properly maintained and updated, especially after repairs, conversions, or unscheduled maintenance on board the ship and a statement of compliance must be issued by the ship's flag state. Breach of or efforts to circumvent the EU Ship Recycling Regulation can lead to penalties and, in respect of breaches of the obligation to carry an inventory of hazardous materials and a statement of compliance, may lead to the ship being warned, detained, dismissed, or excluded from ports or offshore terminals in EU member states.

Vessel Safety and Security Regulations

Safe Management of Vessel and Cargo

The IMO and other international bodies have implemented various strategies, measures, codes, conventions and other initiatives relating to the safe management of vessels and cargo which have an effect on our industry including, but not limited to, the following:

a. International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention

The International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (the "ISM Code"), which is Chapter IX of SOLAS, imposes certain requirements on the "company", as this term is defined in the ISM Code. The "company" is a vessel's registered owner unless the responsibility for operation of the vessel has been transferred to another party through a contractual arrangement such as a

bareboat charter or a technical management agreement. The ISM Code requires the "company" to develop an extensive safety management system and the adoption of a policy for safety and environmental protection setting forth instructions and procedures for operating its vessels safely and also describing procedures for responding to emergencies.

For our vessels under internal technical management, we rely on the safety management system developed by our internal technical manager BW Fleet Management Pte. Ltd. for compliance with the ISM Code. For our vessels under external technical management, we rely on the safety management system developed by our external technical manager. If we are not in compliance with the ISM Code, we could be subject to increased liability, may not be able to obtain sufficient insurance coverage, may be in default under our financial arrangements and may be denied access to – or detained in – certain ports.

The ISM Code requires that a safety management certificate is obtained for each vessel. The safety management certificate evidences the compliance with the ISM requirements for a safety management system. A prerequisite for obtaining a safety management certificate is that the relevant "company" holds a document of compliance issued by the flag state for the relevant vessel type. Our internal ship management entity, BW Fleet Management Pte. Ltd., holds documents of compliance under the ISM Code for operation of oil tankers issued by each relevant flag state and all of our Hafnia Vessels and JV Vessels have obtained a safety management certificate.

b. Goal-based ship construction standards for bulk carriers and oil tankers

In 2010, the Maritime Safety Committee of the IMO adopted a SOLAS regulation on Goal-based ship construction standards for bulk carriers and oil tankers. This regulation entered into force on January 1, 2012 with effect for new oil tankers and bulk carriers ordered on or after January 1, 2016, and requires that all oil tankers and bulk carriers over 150 meters in length must have adequate strength, integrity and stability to minimise risk of loss or pollution.

c. International Convention on Standards of Training, Certification and Watchkeeping for Seafarers

The IMO has adopted the International Convention on the Standards of Training and Certification of Watchkeeping Officers ("STCW"). The STCW establishes minimum training, certification, and watchkeeping standards for seafarers. As of February 2017, all seafarers must meet the STCW standards and be in possession of a valid STCW certificate.

d. International Maritime Dangerous Goods Code

Amendments to SOLAS Chapter VII apply to vessels transporting dangerous goods and require those vessels be in compliance with the International Maritime Dangerous Goods Code ("IMDG Code"). The IMDG Code was originally adopted in 1965 but has been changed several times since. The carriage of dangerous goods in packaged form shall comply with the IMDG Code. Additionally, the IMDG Code is considered an extension of SOLAS Chapter VII and MARPOL Annex III.

e. Polar Code

IMO's International Code for Ships Operating in Polar Waters (the "Polar Code") is mandatory under SOLAS and MARPOL. The Polar Code entered into force on January 1, 2017, and covers design, construction, equipment, operational, training, search and rescue as well as environmental protection matters relevant to ships operating in the waters surrounding the two poles. It also includes mandatory measures regarding safety and pollution prevention as well as recommendatory provisions. The Code requires ships intending to operate in defined waters of the Antarctic and Artic to acquire a polar ship certificate. As at December 31, 2023, none of our Hafnia and JV Vessels operate in areas requiring them to acquire a polar ship certificate.

f. Convention on Limitation of Liability for Maritime Claims

In 1976, the IMO adopted the Convention on Limitation of Liability for Maritime Claims ("LLMC"). The LLMC entered into force in 1986 and has been amended by a protocol of 1996 ("1996 Protocol") which entered into force in 2004. The 1996 Protocol has been amended subsequently. The LLMC provides a system of limitation of liability for shipowners with specific limits specified for two types of claims: claims for loss of life or personal injury, and property claims (includes damage to property, harbour works and damage to other ships).

The limitations of the LLMC apply unless it can be proved that a loss resulted from the personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result. Under the 1996 Protocol, the limits for compensation were increased.

g. Future regulations

The IMO continues to review and introduce new regulations. It is impossible to predict what additional regulations, if any, may be passed by the IMO and what effect, if any, such regulation may have on our operations. Noncompliance with the ISM Code or other applicable IMO regulations may subject a shipowner or a bareboat charterer to increased liability or penalties, may lead to decreases in available insurance coverage for affected vessels and may result in the denial of access to, or detention in, some ports.

Vessel Security Regulation

In the wake of increased worldwide security concerns, particularly after the terrorist attacks of September 11, 2001 in the United States, there have been a variety of initiatives intended to enhance vessel security and to take preventative measures against security incidents affecting vessels or port facilities.

Chapter XI-2 of SOLAS imposes detailed security obligations on vessels and port authorities and mandates compliance with the International Ship and Port Facility Security Code (the "ISPS Code"). The ISPS Code is designed to enhance the security of ports and ships against terrorism and is applicable to all vessels over 500 gross tonnage operating on international trades. To trade internationally, a vessel must attain an International Ship Security Certificate ("ISSC") from a recognised security organization approved by the vessel's flag state. Vessels operating without a valid certificate may be detained, expelled from, or refused entry at port until they obtain an ISSC. The various requirements, some of which are found in SOLAS, include, for example, on-board installation of automatic identification systems to provide a means for the automatic transmission of safety-related information from among similarly equipped ships and shore stations, including information on a ship's identity, position, course, speed and navigational status; on-board installation of ship security alert systems, which do not sound on the vessel but only alert the authorities on shore; the development of vessel security plans; ship identification number to be permanently marked on a vessel's hull; a continuous synopsis record kept on board showing a vessel's history including the name of the ship, the state whose flag the ship is entitled to fly, the date on which the ship was registered with that state, the ship's identification number, the port at which the ship is registered and the name of the registered owner(s) and their registered address; and compliance with flag state security certification requirements.

In the United States, the U.S. Maritime Transportation Security Act ("MTSA") was adopted in 2002. To implement certain portions of the MTSA, the USCG issued regulations requiring the implementation of certain security requirements aboard vessels operating in waters subject to the jurisdiction of the United States and at certain ports and facilities, some of which are regulated by the EPA. The USCG regulations, intended to align with international maritime security standards, exempt non-U.S. vessels from MTSA vessel security measures, provided such vessels have on board a valid ISSC that attests to the vessel's compliance with SOLAS security requirements and the ISPS Code.

All of our Hafnia Vessels and JV Vessels have a valid ISSC. Future security measures could have a significant financial impact on us. We intend to continue to comply with the various security measures addressed by MTSA, SOLAS and the ISPS Code.

The cost of vessel security measures has also been affected by the escalation in the frequency of acts of piracy against ships, notably off the coast of West Africa and Somalia, including the Gulf of Aden and Arabian Sea area. Substantial loss of revenue and other costs may be incurred as a result of detention of a vessel or additional security measures, and the risk of uninsured losses could significantly affect our business. Costs are incurred in taking additional security measures in accordance with Best Management Practices to Deter Piracy, notably those contained in the BMP WAF and BMP5 industry standard.

Cybersecurity

Recent action by the IMO's Maritime Safety Committee and U.S. agencies indicate that cybersecurity regulations for the maritime industry are likely to be further developed in the near future in an attempt to combat cybersecurity threats. By IMO resolution, administrations are encouraged to ensure that cyber-risk management systems are incorporated by shipowners and managers by their first annual Document of Compliance audit after

January 1, 2021. In February 2021, the U.S. Coast Guard published guidance on addressing cyber risks in a vessel's safety management system. This might cause companies to cultivate additional procedures for monitoring cybersecurity, which could require additional expenses and/or capital expenditures.

In 2023, the European Union adopted its second Network and Information Security directive. This directive, when implemented in the EU member states, which shall occur before October 17, 2024, may have an impact on our business and may require us to incur additional expenses and take measures in order to monitor cybersecurity and if we are not in compliance with applicable rules, we may be subject to penalties for noncompliance.

Maritime Labour Convention

The International Labour Organization is a specialised agency of the UN that has adopted the Maritime Labour Convention, 2006 as amended (the "Maritime Labour Convention"). A Maritime Labour Certificate and a Declaration of Maritime Labour Compliance is required to ensure compliance with the Maritime Labour Convention for all ships that are 500 gross tonnage or above and are either engaged in international voyages or flying the flag of a member state of the International Labour Organization and operating from a port, or between ports, in another country. The Maritime Labour Certificate and Declaration of Maritime Labour Compliance are prima facie evidence of a vessel's compliance with the requirements of the Maritime Labour Convention and are subject to port state control when vessels enter the ports of other countries which have ratified the Maritime Labour Convention. In addition, vessels flying the flag of countries that have not ratified the Maritime Labour Convention are also subject to inspection with respect to working and living conditions for the seafarers when those vessels enter in ports of countries where the Maritime Labour Convention is in force. Amendments to the Maritime Labour Convention were adopted in 2014, 2016 and 2018.

We believe that all our Hafnia Vessels and JV Vessels are in substantial compliance with and are certified to meet MLC 2006; however, there are risks associated with ensuring proper compliance due to uncertainty relating to the interpretation of the Maritime Labour Convention and the local legislation enacting it in various countries as well as the methods to be used by port state control to check and ensure compliance.

Technical Management

Our technical department is responsible for the maintenance, marine, vetting, security, crew management and technical operations to ensure that the highest standards with regard to safety and environment are maintained on board our Hafnia Vessels and JV Vessels. As at December 31, 2023, 59 of our Hafnia Vessels and JV Vessels were externally managed on the basis of separate technical management agreements with the remaining Hafnia Vessels and JV Vessels being managed through our in-house technical department.

The following table provides an overview of these externally managed Hafnia Vessels and JV Vessels as at December 31, 2023.

Technical Manager	Vessel Name(s)
Donnelly Tanker Management Ltd	Hafnia Africa, Hafnia Andromeda, Hafnia Asia, Hafnia Australia, Hafnia Beijing, Hafnia Guangzhou, Hafnia Leo, Hafnia Taurus
International Andromeda	PS Stars, Yellow Stars
MMS Co., Ltd. Singapore Branch	Hafnia Hong Kong, Hafnia Nanjing, Hafnia Shanghai, Hafnia Shenzhen, Hafnia Nordica
OSM Ship Management AS	Hafnia Achroite, Hafnia Alabaster, Hafnia Amazonite, Hafnia Amber, Hafnia Ametrine, Hafnia Aronaldo, Hafnia Azurite
Suntech Ship Management Pte. Ltd.	Hafnia Amessi, Hafnia Amethyst, Hafnia Ammolite, Hafnia Andesine, Hafnia Aquamarine, Hafnia Aventurine, Hafnia Azotic
Synergy Marine Copenhagen A/S	Hafnia Crux, Hafnia Libra, Hafnia Lupus, Hafnia Pegasus, Hafnia Phoenix
TB Marine Shipmanagement GmbH & Co. KG	Hafnia Violette, Hafnia Viridian
Thome Croatia D.O.O	Hafnia Adamite, Hafnia Almandine, Hafnia Ane, Hafnia Aragonite, Hafnia Axinite, Hafnia Bering, Hafnia Daisy, Hafnia Henriette, Hafnia Kirsten, Hafnia Lene, Hafnia Lise, Hafnia Lotte, Hafnia Magellan, Hafnia Malacca, Hafnia Mikala, Hafnia Pioneer, Hafnia Soya, Hafnia Sunda, Hafnia Tanzanite, Hafnia Topaz, Hafnia Torres, Hafnia Tourmaline, Hafnia Turquoise
	Total (59 Vessels)

Further, our technical department is managing various technical projects and vessel modifications across the Hafnia Fleet and is responsible for our programs for newbuilds, including site team, site control, construction, and delivery.

As at December 31, 2023, our technical department had 69 employees, of which 52 are based in Singapore, four in Copenhagen, one in Houston, 10 in Mumbai, one in Monaco and one in Dubai.

Hafnia Bunkers Alliance

We have established the Hafnia Bunkers Alliance, a dedicated team assisting with the purchasing of bunkers for all Pool Vessels and for vessels operated by third parties. In 2023, the Hafnia Bunker Alliance serviced 1,402 vessels.

The purpose of the Hafnia Bunkers Alliance is to offer a best-in-class bunker management service by utilizing our large buying power, economies of scale and full transparency on our procurement processes. We conduct bunker purchasing in three different manners. Firstly, we purchase bunkers for vessels in the Pools. For these vessels, regardless of whether they are vessels in the Hafnia Fleet or Pool Vessels, Hafnia is the purchasing entity and we pay for the bunkers. In the agent-to-owner Pools, we pay for the bunkers in our capacity as agent for the pool participant. We earn a bunker management fee from such bunker purchasing. Secondly, we purchase bunkers for vessels owned by third parties. Here, the third-party owners are the purchasing entity and pay for the bunkers. We earn a bunker management fee from such bunker purchasing. Thirdly, we will in certain instances buy bunkers and re-sell to third parties with a small margin. On such bunker purchasing, we earn the margin. As at December 31, 2023, our bunker department had 14 employees across Singapore, Copenhagen, and Houston.

Classification Societies

The hull, machinery, equipment and systems of every commercial vessel must be "classed" by a classification society authorised by the vessel's country of registry. The classification society certifies that the vessel is "in-class", signifying that the vessel has been built, certified and maintained in accordance with all national and international rules, regulations and applicable standards. Additionally, where surveys are required by international conventions, including SOLAS and MARPOL or by laws or other applicable regulations of the vessel's flag state, the classification society may undertake such surveys acting on behalf of the relevant authority and will certify that the vessel complies with applicable rules and regulations of its flag state and applicable international conventions.

Many insurance underwriters will require a vessel to be certified "in class" by a classification society which is a member of the International Association of Classification Societies ("IACS"). Our Hafnia Vessels and JV Vessels are currently classed with DNV ("DNV"), Nippon Kaiji Kyokai ("ClassNK"), American Bureau of Shipping ("ABS"), Lloyd's Register of Shipping ("LR") or Bureau Veritas ("BV"), all of which are members of IACS.

At the date of this Registration Statement, all Hafnia Vessels and JV Vessels are certified as being "in class" by their respective classification society.

In order to maintain the class, regular and extraordinary surveys of a vessel's hull and machinery, including electrical plant and any other equipment required to be classed are performed. These surveys can be divided into three categories:

- *Annual Survey:* Annual surveys are conducted for the vessel's hull and machinery, including the electrical plant and any special equipment classed. The annual survey must be conducted within three months before or after each anniversary of the date of commencement of the class period indicated in the certificate.
- *Intermediate survey:* Extended annual surveys, referred to as intermediate surveys, have to be carried out either at or in between the second and third annual survey after each special survey. After the third special survey, each intermediate survey shall have the same scope as the previous special survey.
- *Special survey:* Special surveys are conducted for the vessel's hull, machinery, including the electrical plant, and for any special equipment classed. Special surveys may be referred to as class renewal surveys. Special surveys should be completed within five years after the completion of the construction of the vessel or within five years after the crediting date of the previous special survey. At the special survey, the vessel is thoroughly examined. In lieu of a special survey, at the owner's request, the surveys relating to a vessel's machinery may be split into a continuous survey cycle under which the machinery will be surveyed periodically over a five-year period. The period between two subsequent surveys of each area must not exceed five years.

Special surveys and intermediate surveys for vessels over the age of 15 may have a considerable financial impact.

In addition to the abovementioned surveys, many vessels, including the Hafnia Vessels and JV Vessels, are subject to examinations of the outside of the vessel's bottom and related items. During each five-year special survey period, a minimum of two examinations of the outside of the vessel's bottom and related items must be conducted. One of these examinations must be conducted in conjunction with the special survey. The interval between two examinations of the vessel's bottom and related items may not exceed 36 months. Normally, examinations of the vessel's bottom and related items are conducted while the vessel is in drydock; however, in certain circumstances an alternate examination may be conducted while the vessel is afloat. For vessels over the age of 15, the bottom survey must be performed while the vessel is in drydock.

Generally, if during any of the abovementioned surveys any defects are found, the classification surveyor will require immediate repairs or issue a "Condition of Class" which much be rectified within a prescribed time limit.

If any vessel does not maintain its class and/or fails any annual survey, intermediate survey or special survey, the vessel cannot be traded. If a vessel has a Condition of Class or minor recommendations on its class record, dependent on the nature and severity of the noncompliance, the vessel may face restrictions in trading and could be required to be off-hire while the issues are remedied and additionally, any such failure may be a violation of conditions and covenants in, e.g., our financial contracts and insurance agreements. This could materially and adversely affect our business, financial condition, and results of operations.

Risk of Loss and Liability Insurance

General

Inherent in operation of any ocean-going vessel is the potential risk of major losses and liabilities, death or injury of persons, property damage caused by adverse weather conditions, cargo loss or damage, mechanical failures, human error, collision, war, terrorism, piracy and other circumstances or events; pollution risk stemming from the transportation of oil cargo and chemical cargo by sea and use of hydrocarbon fuel to power vessels; and business interruption due to political unrest, hostilities, labour strikes and boycotts. The occurrence of any of these events may result in loss of revenues or increased costs and may have a material adverse impact on our financial condition and results of operation.

OPA, which in certain circumstances imposes virtually unlimited liability on shipowners, operators, and bareboat charterers of any vessel trading in the U.S. exclusive economic zone for certain oil pollution accidents in the United States, has made liability insurance more expensive for shipowners and operators trading in the U.S. market.

We carry insurance coverage as customary in the shipping industry and while we believe that our current insurance program, as described further below, is adequate to protect us against the majority of accident-related risks involved in the conduct of our business and that an appropriate level of protection and indemnity against pollution liability and environmental damage is maintained, not all risks can be insured against, there can be no assurance that the range of risks we are exposed to are adequately insured against, that any particular claim will be paid, or that we in the future will be able to procure similar adequate insurance coverage on the terms and conditions equal to those we currently have.

More international conventions governing shipping, including bunkers and wreck removal as well as increased limits of liability under existing conventions, have resulted in increased exposures and insurance costs. There may in certain circumstances be liabilities that are difficult to insure or even become uninsurable. Our goal is to maintain an adequate insurance coverage required by its marine operations and to actively monitor any new regulations and threats that may require us to revise our coverage.

Marine and War Risks Insurance

As an integral part of operating our Hafnia Vessels and JV Vessels, we maintain "hull and machinery", "hull interest", "war", "protection and indemnity" insurances and other minor and locally required coverages such as cyber security, U.S. COFR, etc. Each insurance is placed with first class marine insurers and collectively affords protection against the majority of accident-related risks that may arise in connection with our marine operations, including damage to and loss of a vessel arising from marine perils such as collisions (including collision liability to third-party vessels where included under the hull policy), grounding, damage caused by crew negligence and adverse weather conditions as well as war perils, including political-type exposures.

In the case of hull and war exposures, our Hafnia Vessels and JV Vessels are insured at no less than an average of 100% of the fair market value, with the product tanker hull deductible applicable to particular damage claims being $100,000 per vessel per casualty. There is no deductible for a claim for total loss or for claims brought under the war cover. Within our war policy, we have war loss of hire insurance where a one-day deductible applies.

Protection and Indemnity Insurance

Protection and indemnity insurance is placed with mutual protection and indemnity associations ("P&I Associations") who are members of the International Group of P&I Clubs. P&I insurance indemnifies us in respect of contractual and third-party liabilities arising out of a vessel's operation in accordance with the rules of the P&I Association where such liabilities are not covered under the vessel's hull and machinery insurance. P&I liabilities include, but are not limited to, injury or death of our crew or third parties, cargo loss or damage, claims arising from collisions, damage to third-party property, salvage, towing, wreck removal and pollution. The current insurance limit for pollution cover is $1 billion per vessel per incident except where pollution arises from a war peril in which case the limit is vessel value plus $500 million as a combined single limit with other P&I exposures.

The 12 P&I Associations that comprise the International Group insure approximately 90% of the world's commercial tonnage and have entered into a pooling agreement to reinsure each association's liabilities. The pooling is regulated by a contractual agreement which defined the risks that are to be pooled and how the risks are to be shared by the participating P&I Associations. The International Group's website states that the pool provides a mechanism for sharing all claims in excess of $10 million up to, as at the date of this Registration Statement, approximately $8.9 billion. As a member of a P&I Association, which is a member of the International Group, we are subject to calls payable to the associations based on our claim records as well as the claim records of all other members of the individual associations and members of the pool of P&I Associations comprising the International Group.

Permits and Authorizations

We are required to obtain certain permits, licenses and certificates with respect to vessels in our Hafnia Fleet. The permits, licenses, and certificates we are required to obtain depend on several factors, including the cargo transported, the waters in which the vessel will operate, the nationality of the vessel's crew and the age of the vessel. We believe we have obtained all permits, licenses and certificates currently required to permit our Hafnia Vessels and JV Vessels to operate. Additional laws and regulations may be adopted which could limit our ability to do business or increase the cost of us doing business.

Legal Proceedings

We have not been involved in any legal proceedings that we believe may have a significant effect on our business, financial position, results of operations or liquidity, and we are not aware of any proceedings that are pending or threatened that may have a material effect on our business, financial position, results of operations or liquidity. From time to time, we may be subject to legal proceedings and claims in the ordinary course of business, principally property damage and personal injury claims. We expect that these claims would be covered by insurance, subject to certain deductibles. However, those claims, even if lacking merit, could result in the expenditure of significant financial and managerial resources.

Industry

The information and data contained in this Registration Statement relating to the international tanker industry has been provided by Clarksons Research and is taken from Clarksons Research's database and other sources. Clarksons Research has advised that: (i) some information in Clarksons Research's database is derived from estimates or subjective judgments; (ii) the information in the databases of other maritime data collection agencies may differ from the information in Clarksons Research's database and (iii) while Clarksons Research has taken reasonable care in the compilation of the statistical and graphical information and believes it to be accurate and correct, data compilation is subject to limited audit and validation procedures.

Summary

- Product tanker sector experiencing an extended period of strong market conditions, with Medium Range (MR) spot earnings averaging $26,948/day in 2023, double the average since 2000.
- Strong demand for product tankers has developed, supported by continued longer-haul trade patterns for Russian exports and European imports due to the war between Russia and Ukraine and some re-routing onto longer voyages via the Cape of Good Hope to avoid recent disruption in the Red Sea in connection with the conflict between Israel and Hamas.
- The average distance of global seaborne products trade increased by an estimated 7% in 2023, supporting demand, with further growth of 5% projected in 2024.
- Refinery capacity start up trends also supporting underlying product tanker demand.
- Product tanker supply growth was very limited last year, expanding by just 2.1% during 2023. The product tanker supply backdrop is expected to remain supportive in the coming years, with fleet growth of just 1.2% expected this year. Despite an uptick in ordering in 2023, the newbuild orderbook is a moderate 13% of fleet capacity.
- Emissions regulations and efforts to improve CII ratings could also potentially have a further moderating impact on active tanker supply through retrofit time as well as reduced speeds.

Product Tanker Industry Overview

The maritime shipping industry is fundamental to international trade as the only practicable and cost effective means of transporting large volumes of many essential commodities and finished goods. The product tanker industry plays a vital link in the global energy supply chain. Tanker markets are highly competitive, with ship charter hire rates sensitive to changes in demand for and supply of tanker capacity, and are consequently cyclical and volatile. Tankers make up approximately one third of the world's merchant fleet by tonnage, including product tankers, which generally carry refined petroleum products.

In broad terms, tanker demand is a product of the amount of oil carried by tankers and the distance over which the cargo is transported. Seaborne oil trade volumes and patterns are principally affected by changes in underlying oil demand linked to world and regional economic conditions, developments in supply of crude oil and refined petroleum products, shifts in the regional prices of raw materials and products and changes in oil inventory levels.

A total of 3.1 billion tonnes of crude oil and oil products were moved by sea in 2023, of which 1.1 billion tonnes was oil products. Oil trade in terms of tonne-miles stood at 14.3 billion tonne-miles in 2023, of which 3.5 billion was oil products. Over the past ten years, oil products trade has grown at an average rate of 0.7% p.a. in terms of tonnes and 2.1% p.a. in terms of tonne-miles. Factors which have impacted oil products trade in recent years include underlying oil demand growth in developing countries and shifts in the regional distribution of refinery capacity which have supported tonne-mile trade growth. Since the onset of the war between Russia and Ukraine, oil products trade patterns have shifted significantly towards longer-haul routes. The redistribution of Russian products exports to countries outside Europe, and European efforts to source non-Russian cargoes have supported a significant increase in average haul of oil products trade in recent years. More recently, following the onset of the Israel-Hamas conflict, the attacks on vessels in the Red Sea and Gulf of Aden have led to several tanker owners and charterers deciding to avoid transits through the area. Re-routing onto longer voyages (e.g. via the Cape of Good Hope) is providing further support to product tanker demand so far this year. Current estimates for growth in oil products trade in 2024 are 3.3% in terms of tonnes and 8.0% in terms of tonne-miles (assuming significant re-routing on trades typically transiting the Red Sea/Suez Canal across the first half of 2024, though there are a range of scenarios around the situation in the Red Sea, with uncertainty around the duration of disruption and extent of trade flow shifts). Recent trends and short term projections are illustrated in the table below.

World Seaborne Tanker Trade

	Crude Oil		Oil Products		Total	
Year	*million tonnes*	*% y-o-y*	*million tonnes*	*% y-o-y*	*million tonnes*	*% y-o-y*
2018	2,049	1.1%	1,117	0.8%	**3,166**	**1.0%**
2019	2,003	-2.2%	1,085	-2.9%	**3,088**	**-2.5%**
2020	1,852	-7.6%	966	-11.0%	**2,817**	**-8.8%**
2021	1,838	-0.7%	1,011	4.7%	**2,849**	**1.1%**
2022	1,975	7.5%	1,048	3.7%	**3,024**	**6.1%**
2023	2,020	2.3%	1,073	2.3%	**3,092**	**2.3%**
2024(f)	2,073	2.6%	1,108	3.3%	**3,181**	**2.9%**
2025(f)	2,117	2.1%	1,129	2.0%	**3,247**	**2.1%**
CAGR (2018-2023)	*-0.3%*		*-0.8%*		*-0.5%*	
CAGR (2013-2023)	*0.6%*		*0.7%*		*0.7%*	

Source: Clarksons Research, March 2024

(f) forecasts.

The figures for 2024 are for full year 2024 and are subject to change. There is only limited trade and economic data for 2024 and 2025 and these forecasts and estimates are subjective and dependent on general economic conditions. There is no guarantee that trends are sustainable.

World Seaborne Tanker Tonne-Mile Trade

	Crude Oil		Oil Products		Total	
Year	*billion tonne -miles*	*% y-o-y*	*billion tonne-miles*	*% y-o-y*	*billion tonne-miles*	*% y-o-y*
2018	10,590	3.0%	3,129	0.3%	**13,719**	**2.4%**
2019	10,445	-1.4%	3,143	0.5%	**13,589**	**-0.9%**
2020	9,740	-6.8%	2,853	-9.2%	**12,593**	**-7.3%**
2021	9,383	-3.7%	3,091	8.3%	**12,474**	**-0.9%**
2022	10,129	7.9%	3,236	4.7%	**13,364**	**7.1%**
2023	10,723	5.9%	3,527	9.0%	**14,250**	**6.6%**
2024(f)	11,182	4.3%	3,808	8.0%	**14,990**	**5.2%**
2025(f)	11,464	2.5%	3,807	0.0%	**15,271**	**1.9%**
CAGR (2018-2023)	*0.2%*		*2.4%*		*0.8%*	
CAGR (2013-2023)	*1.5%*		*2.1%*		*1.7%*	

Source: Clarksons Research, March 2024

(f) forecasts.

The figures for 2024 are for full year 2024 and are subject to change. There is only limited trade and economic data for 2024 and 2025 and these forecasts and estimates are subjective and dependent on general economic conditions. There is no guarantee that trends are sustainable.

Tanker supply is determined by the size of the existing fleet as measured by cargo carrying capacity. It is influenced by a variety of factors, primarily the size of the existing fleet, the rate of deliveries of newbuilds, scrapping

(the terms “scrapping”, “demolition” and “recycling” are used interchangeably), and other operating efficiency factors (for example, storage, time in port or repair yards, congestion and vessel speed) which can influence the level of ‘active supply’ or ships available for charter. There are a total of 5,686 crude and product tankers sized above 10,000 dwt, with an aggregate capacity of 648.0 million dwt. Product tankers constitute 29% of this fleet in tonne terms, but 59% of the combined crude and product tanker fleet in terms of vessel numbers.

Tanker fleet growth has been moderate in recent years, with crude tanker fleet growth averaging 3.5% p.a. in 2018-2023, whilst the product tanker fleet grew by an average of 2.6% p.a. Fleet expansion is expected to remain moderate across 2024 and 2025, most notably in the crude sector, owing to the historically limited size of the orderbook. In the product sector, the fleet is expected to increase by a limited 1.2% in 2024, with growth projected to pick up to 4.1% in 2025. At the start of March 2024, the product tanker orderbook stood equivalent to 13.4% of the fleet in tonnage terms, up from a low of 5.5% at the end of 2022 following a pick-up in newbuild contracting through 2023.

World Seaborne Tanker Fleet Development and Orderbook (million DWT)

	Crude Tanker		Product Tanker		Total	
End Year	*million DWT*	*% y-o-y*	*million DWT*	*% y-o-y*	*million DWT*	*% y-o-y*
2013	340.5		131.0		471.5	
2014	341.8	0.4%	136.1	4.0%	478.0	1.4%
2015	348.1	1.8%	143.9	5.7%	492.1	3.0%
2016	368.4	5.8%	153.0	6.3%	521.4	6.0%
2017	386.7	5.0%	159.3	4.2%	546.1	4.7%
2018	389.0	0.6%	162.3	1.9%	551.3	1.0%
2019	414.3	6.5%	170.1	4.8%	584.3	6.0%
2020	428.0	3.3%	173.8	2.2%	601.8	3.0%
2021	435.5	1.8%	177.5	2.1%	613.0	1.9%
2022	453.8	4.2%	180.9	1.9%	634.6	3.5%
2023	462.3	1.9%	184.7	2.1%	647.0	1.9%
2024(f)	463.3	0.2%	186.8	1.2%	650.1	0.5%
2025(f)	464.7	0.3%	194.5	4.1%	659.1	1.4%
CAGR (2018-2023)	*3.5%*		*2.6%*		*3.3%*	
CAGR (2013-2023)	*3.1%*		*3.5%*		*3.2%*	
Fleet (Mar-2024)	462.8		185.2		648.0	
Orderbook (Mar-2024)	28.0		24.9		53.0	
% Fleet	*6.1%*		*13.4%*		*8.2%*	

Source: Clarksons Research, March 2024.

Note (1): (f) = forecast.

Note (2): The product tanker fleet is classified as coated non-IMO graded tankers, IMO III graded tankers, IMO II graded tankers of 25,000 dwt and above which meet criteria: average tank size >3,000 cubic meters (“cbm”), or, where average tank size is unknown, number of tanks <16 (for vessels of 25,000 dwt – 39,999 dwt), <18 tankers (for vessels of 40,000 dwt – 54,999 dwt), < 30 tanks (for vessels of 55,000 dwt – 84,999 dwt), tankers of unknown IMO grade of 25,000 dwt and above, uncoated non-IMO graded tankers below 55,000 dwt. Tankers designated as specialised tankers and all tankers with stainless steel tanks are excluded.

Note (3): The data relating to product tankers is for the fleet sized 10,000 dwt and above.

Note (4): There is potential for the orderbook to be influenced by delays or cancellations.

The charter market is highly competitive. Charter rates are determined by a range of factors, including the underlying supply and demand balance for sea transportation capacity, as well as specific vessel and voyage factors such as the individual route, location and specification of the vessel, and the reputation of the vessel and its manager. The product tanker market has experienced an extended period of firm conditions since early 2022, after strengthening significantly following the onset of the war between Russia and Ukraine. Product tanker markets have been supported by strong refinery throughput, underlying shifts in refinery capacity, shifts in products trade patterns due to impacts from the war between Russia and Ukraine, support to trade volumes from arbitrage trading and into early 2024, additional impetus from disruption in the Red Sea following the onset of the Israel-Hamas conflict. The current supply/demand outlook suggests potential for positive product tanker market conditions to continue through 2024, with demand trends supported by ongoing disruption in the Red Sea (although the duration of the disruption is uncertain), continued longer-haul trade patterns for Russian and European products, and with supply growth expected to remain

fairly limited in this period due to a moderate orderbook delivery schedule. While product tanker market conditions may subsequently ease next year, earnings are expected to remain at healthy levels overall, with utilisation expected to remain well above levels seen prior to the war between Russia and Ukraine.

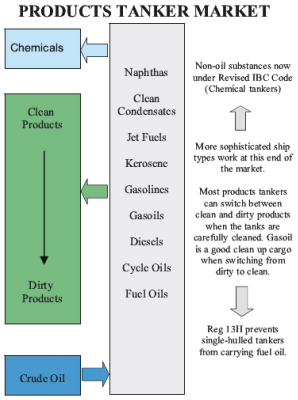
Current Environmental and Regulatory Issues

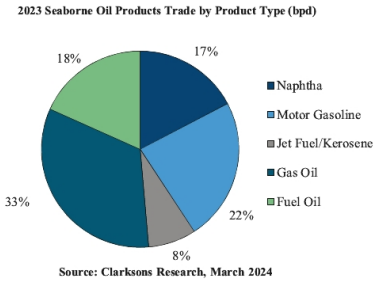
Over recent years the regulatory and policy framework surrounding shipping's environmental impacts has continued to ramp up. The International Maritime Organisation ("IMO"), as well as regional bodies including the European Union ("EU") and US governments, have implemented or are in the process of implementing stricter criteria across a range of areas, particularly focussed on ship greenhouse gas ("GHG") emissions. At the start of 2023 the IMO introduced a range of 'short-term measures' as part of efforts to reduce the carbon intensity of shipping by 40% in 2030 vs the 2008 level. These comprised the Energy Efficiency Existing Ship Index ("EEXI") – a technical measure of energy efficiency requiring certain improvements in efficiency compared to a baseline level, and the Carbon Intensity Indicator ("CII") - an operational measure derived from actual vessel CO2 emissions. A range of 'mid-term' measures, aimed at delivering reductions in emissions in coming years, are currently under discussion by the IMO, but are intended to include a technical element (i.e., a goal-based fuel standard regulating the phased reduction of GHG intensity of marine fuels), and an economic element (i.e., a maritime GHG emissions pricing mechanism). By 2050, the IMO is now targeting net zero GHG emissions from shipping (measured on a well-to-wake basis). Meanwhile, the European Union has extended its Emissions Trading System to the shipping industry from January 2024 (phasing in over a three year period), under which emissions allowances must be purchased to cover (once fully phased in) 100% of emissions from intra-EU voyages and 50% of emissions on voyages to/from EU ports. The EU has also agreed to targets for the reduction of GHG intensity of marine fuels used on intra-EU routes and voyages to/from EU ports under its 'FuelEU Maritime' proposal.

These regulatory developments, combined with other developing governmental and policy requirements and charterer criteria are expected to have a range of impacts on the shipping fleet and markets. In particular, adverse impacts on older and less efficient vessels are expected given the potential CAPEX and fuel costs involved in meeting new regulations, potentially leading to reduced operating speeds, increased retrofitting of Energy Saving Technologies ("ESTs") or increasing the rationale for demolition of these older vessels. Progress in renewal of the fleet may be uneven, and there is potential for emissions policies to impact supply/demand balances (and increased 'tiering' of markets) via changes in chartering policy, demolition levels and speed trends, potentially supporting market upside volatility.

The Product Tanker Industry

While crude tankers transport crude oil from points of production to oil refineries or storage locations, product tankers can carry both refined and unrefined petroleum products, including crude oil, "dirty products" (including fuel oil, vacuum gas oil and carbon black feedstock), and "clean products" (e.g., gas oil, gasoline, kerosene and naphtha). Transportation of clean products typically requires a vessel with coated tanks. Most product tankers have coated tanks, allowing vessels to transport various grades of refined petroleum products, vegetable oils and easy chemicals without degrading the vessel's steel or contaminating the cargo. Dirty products, however, are transported by a mixture of coated and uncoated tankers, as trading patterns and market requirements dictate. "Dirty products", such as fuel oil, vacuum gas oil and carbon black feedstock require heating to lower the viscosity of the cargo during transport, but require minimal tank or line preparation as contamination of the cargo is not a crucial consideration. Product tankers make up 59% of the combined crude and product tanker fleet (above 10,000 dwt) in terms of vessel numbers and 29% in terms of dwt, and are a key part of the global tanker trade. Although the product tanker market exhibits some independent behaviour from the crude tanker market, there is also correlation between the two sectors and changes in one market may influence the other.



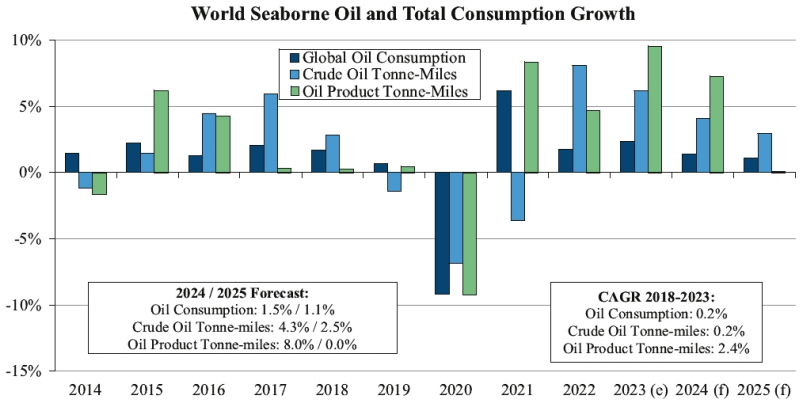


Product Tanker Demand

Introduction

Demand for oil tankers is dictated by world oil demand and trade, and the location and accessibility of oil products supplies relative to the principal locations for discharging such cargoes. The metric of tonne-miles is often used as a proxy for oil tanker demand and is a product of (a) the amount of cargo transported in tankers, multiplied by (b) the distance which cargo is transported. Macroeconomic forces, both globally and regionally, have a significant impact upon world oil products consumption and, consequently, upon the volume of oil products to be transported by sea. The average distance of sea transportation of oil products is affected by trading patterns, which are determined by a combination of economic and geographic factors, refinery developments, regional products imbalances, seasonal variations, oil price trends and differentials in oil products prices between regions, environmental influences, exceptional climatic conditions and geopolitical events.

Oil demand cycles move broadly in line with developments in the global economy and are often a key factor influencing tanker demand. In 2023, oil accounted for around a third of world energy consumption. Daily oil demand has increased from 91.9 million barrels per day (“m bpd”) in 2013 to 101.3m bpd in 2023, driven by increasing world population, global economic expansion and rising oil consumption in the transportation industries in developing countries. The developing world has been the key driver of continued growth in global oil consumption, with oil demand in these nations growing by a CAGR of 1.8% p.a. over the past ten years, whilst oil demand in OECD countries has remained relatively steady (CAGR 0.0%). Global oil demand is projected to increase by 1.5% in 2024, following growth of 2.3% in 2023 to above the (pre-Covid) 2019 level for the first time. Increased consumption in Asia is expected to support growth in oil demand this year, notably in China though some economic headwinds remain. In 2025, global oil demand growth is projected to slow to 1.1% as energy transition related pressures limit consumption in the United States and Europe, though some support is expected from potential improvements in the global macroeconomic backdrop.



Source: Clarksons Research, IEA, March 2024

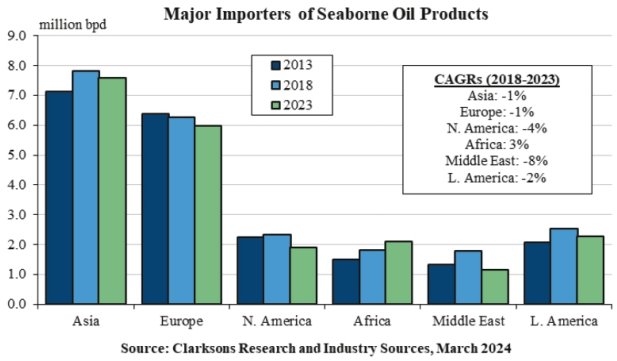
Key Oil Products Trade Trends

In 2023, global seaborne oil products trade grew by 2.3% to an estimated 23.2m bpd (equivalent to 9% of global seaborne trade in terms of tonnes), amid gains in global oil demand and further expansion in refinery capacity. Seaborne oil products trade volumes increased by a CAGR of 0.7% across 2013-2023, though trends have varied during this period. After growing by a steady c.1% p.a. in 2017-18 and falling by 3% in 2019, oil products trade decreased by 11% in 2020 on the back of sharp impacts on global oil demand and refinery runs from the COVID-19 pandemic, though trade volumes have since rebounded above 2019 levels. In 2023, there were significant shifts in trading patterns evident due to impacts from the war between Russia and Ukraine, with Europe replacing Russian products imports (and increasing imports from further-afield suppliers), and Russian products being increasingly shipped to a range of alternative destinations including Asia, Africa, the Middle East and Latin America. These trends, combined with underlying shifts towards longer-haul routes due to developments in regional refinery capacity, supported an increase of 7% in the average distance of products trade in 2023, with oil products tonne-mile trade growing by 9%. In 2024, seaborne oil products trade is projected to grow by 3.3% in tonnes, with growth on the exporter side driven largely by the Middle East and Asia on the back of further refinery capacity expansion. In tonne-mile terms, trade is projected to grow by 8.0%, amid ongoing disruption in the Red Sea, notably as vessels divert around the Cape of Good Hope, though shifts in trade flows may reduce requirements for significant re-routing to some extent, and the duration of disruption remains uncertain. Looking to 2025, products trade is projected to grow by 2.0% to 24.4m bpd, amid gains in global oil demand and refinery capacity (e.g. in India/MEG), though this represents a slower rate of growth than in 2024. Tonne-mile trade is projected to remain steady in 2025 assuming Red Sea disruption eases, with the lack of growth largely reflecting the comparison to a disruption-impacted 2024).

Key Import Trends

In recent years, products imports into different regions have been shaped by a range of factors, including oil demand and impacts from the COVID-19 pandemic, as well as developments in refinery capacity. Imports into Africa have been supported by gains in regional oil demand and a lack of sufficient domestic refinery capacity, as well as refinery closures in South Africa, with total African imports growing by a CAGR of 3.3% across 2013-2023 to reach 2.1m bpd. Imports into Europe had been supported across 2010-2016 by refinery closures in the region, but impacts from economic headwinds, the COVID-19 pandemic and efficiency gains on oil demand limited import volumes in recent years (imports totalled 6.0m bpd in 2023, down from 6.8m bpd in 2016, though some rebound from the 2020 low of 5.6m bpd has been seen). Imports into Asia grew by a CAGR of 0.6% across 2013-2023, with increasing Chinese refinery capacity limiting China's import volumes to some extent, though in 2023 Chinese imports were supported by increased fuel oil imports by independent refiners amid tight availability of crude import quotas. Meanwhile, refinery closures in Oceania have supported firm import growth into the region, with volumes increasing by a CAGR of 9.2% across 2013-2023 to 1.2m bpd.

In 2024, global import growth of 3.3% to 1.1 billion tonnes is expected to be led principally by Asia amid firm oil demand growth, whilst import growth is also expected in Europe and Japan following recent refinery closures.

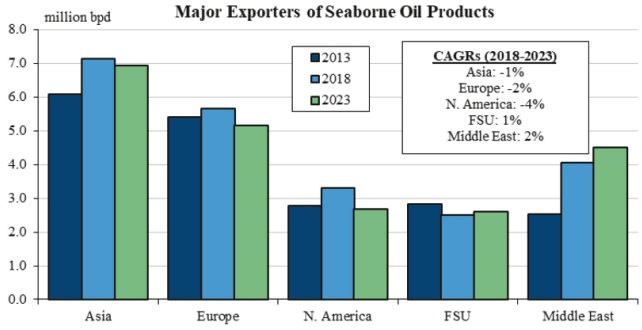


Source: Clarksons Research and Industry Sources, March 2024

Key Export Trends

The Middle East has been a key and growing products exporter in recent years. Shipments from the region grew by a CAGR of 5.9% across 2013-2023 to reach 4.5m bpd, supported largely by expansion in regional refinery capacity (notably in Saudi Arabia and the United Arab Emirates). Exports from China have also grown firmly, by a CAGR of 8.0% across the same period to reach 0.9m bpd in 2023 (and rising above 1m bpd in 2019), on the back of a significant expansion in refinery capacity and increased activity by independent refiners after the liberalisation of China's oil market in 2015-2016. Meanwhile, exports from North America and Europe have been steadier (CAGR of -0.4% and -0.5% respectively across 2013-2023) amid refinery capacity constraints.

Elsewhere, Russian exports were firm in 2023, with demand for Russian products supported in some countries (e.g. in South America and the Middle East) by attractive pricing and arbitrage opportunities, more than offsetting the impact of reduced purchases of Russian supplies in Europe after the European Union banned the import of Russian products in February 2023.



Source: Clarksons Research and Industry Sources, March 2024

In 2024, export growth is projected from a range of regions, including the Middle East, India and Africa amid continued refinery capacity expansion as well as increased volumes from China, reflecting robust refinery throughput and export quotas.

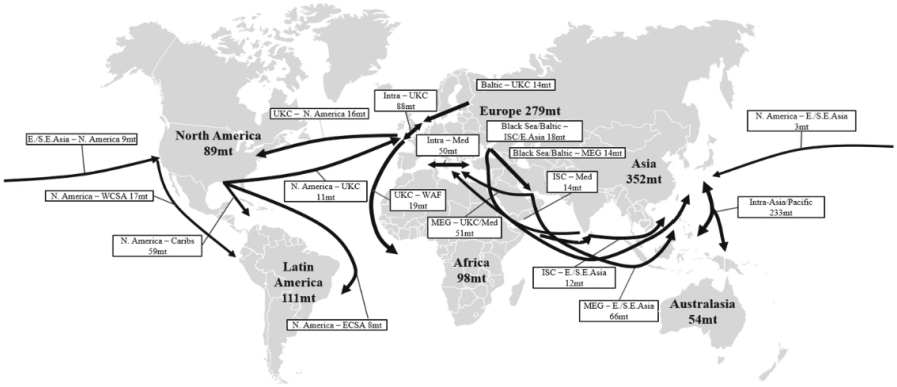
Trading Patterns

The average distance (or 'haul') of seaborne oil products trade remained relatively steady across 2012-2018, with growth in products volumes fairly evenly spread in this period between inter-regional routes (e.g. Middle Eastern exports to Asia, Europe and North America, European exports to West Africa, and North American exports to South America) and intra-regional trades (notably within Asia and Europe). However, the average distance of seaborne products trade trended upwards across 2019-2023, increasing by 13% to c.3,300 miles. This largely reflected the impact of Russia-related trade pattern shifts as well as refinery capacity changes, with start-ups and expansions in the Middle East and China, and closures in North America, South Africa and Australia supporting increased trade on longer-haul inter-regional routes.

Amid a range of sanctions and policies, European countries have cut imports from Russia (volumes in 2023 down an estimated 55% year-over-year to c.0.4m bpd), instead increasing imports from further-afield suppliers (volumes shipped from the Middle East, North America and Asia were up c.50% year-over-year at c.1.8m bpd in 2023). Meanwhile, Russian exports to destinations outside of Europe increased significantly by over 43% year-over-year to c.1.9m bpd, with notably increased shipments to Asia, Africa, the Middle East and Latin America.

In 2024, the average haul of seaborne products trade is projected to grow by a further 5% (driving projected tonne-mile trade growth of 8%), with support from ongoing disruption in the Red Sea, notably as vessels divert around the Cape of Good Hope (initial projections are basis half a year's worth of significant re-routing though the duration of disruption remains uncertain). Continued shifts in refinery capacity are providing some support (e.g. ongoing expansion in Middle Eastern and Indian exports, and growing imports into Japan and Australia following recent closures), as well as continued longer-haul trade patterns for Russian exports and European imports. Seaborne products trade average haul is projected to ease back slightly in 2025, while tonne-mile trade growth is projected to remain flat (assuming Red Sea disruption eases, with the lack of growth largely reflecting the comparison to a disruption-impacted 2024 and as Russia-related trade flow shifts stabilise, as well as with more limited global refinery capacity growth).

Major Seaborne Oil Products Trade Routes 2023



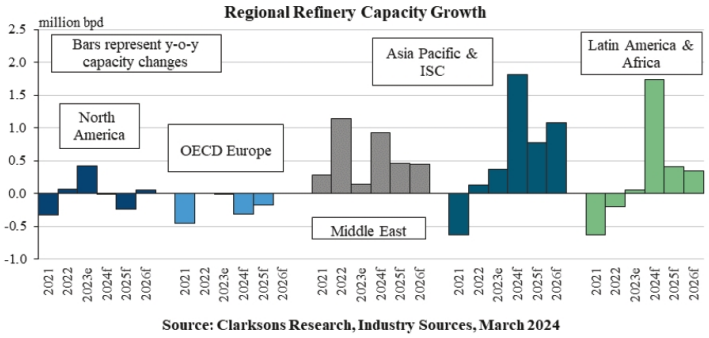
Source: Clarksons Research, March 2024

Trends In Refining Capacity

Trends in refinery capacity and throughput levels are a key driver of seaborne products trade patterns. At the start of March 2024, global refinery capacity totalled an estimated 103.0m bpd. Over a third of this capacity was located in Asia, with significant capacity also located in North America, Europe and the Middle East. Global refinery capacity has generally expanded steadily over time to meet underlying growth in consumption of oil products, and has grown by around 9m bpd since 2013, although capacity did contract in 2020 and 2021 due to several closures (notably in Europe) due to impacts from the COVID-19 pandemic. However, over the last decade, refinery capacity additions in the Middle East and Asia (particularly China) have been key drivers of overall global capacity expansion, with China adding 2.9m bpd of capacity in this period, and the Middle East

adding 3.1m bpd (including the start-up of the 0.6m bpd Al-Zour refinery in Kuwait in late 2022 and the Duqum refinery in Oman of 0.23m bpd in late 2023). The Indian refining sector also registered firm expansion, adding 0.9m bpd of capacity since 2013. Meanwhile, the refining industries in OECD nations in Europe and Japan have contracted as outdated capacity has been closed.

Further expansion in global refinery capacity is expected in coming years, driven largely by refinery projects in India, China, the Middle East, Africa and Mexico, with global capacity projected to expand by circa 4% between across 2024. Expected start-ups scheduled to come online later this year include projects in Asia and the Middle East, for example, in Iraq, Iran and the United Arab Emirates. Indian refinery capacity is expected to expand by 1.3m bpd by end 2024, notably with the 0.5m bpd expansion of the Vadinar refinery. In Africa, capacity is expected to expand by 1m bpd driven by a range of projects in Nigeria, which follow the start-up of Africa's largest refinery, Dangote (0.65m bpd) in early 2024.

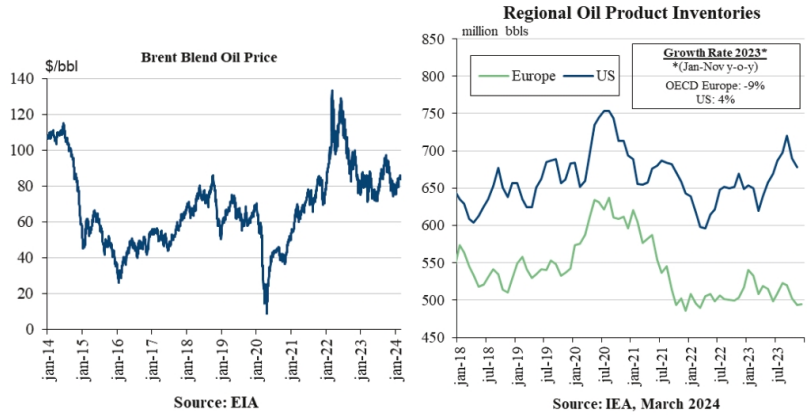


Source: Clarksons Research, Industry Sources, March 2024

Oil Price Trends

Developments in the oil price environment can also impact seaborne oil products trade. For example, in 2023, general impacts from sanctions on Russia and the G7 price cap on Russian products exports supported seaborne products trade through attractive pricing (e.g. Latin America, Africa, Asia & Turkey increasing imports from Russia) and arbitrage opportunities (e.g., Middle East increasing imports from Russia, whilst exporting its domestic output). The access to discounted Russian oil supported refinery margins in some regions (e.g. China) and led to firm refining runs and exports.

Trends in inventory levels also shape products trade trends. After products inventory levels built significantly during 1H 2020 due to impacts from the COVID-19 pandemic on oil demand, in some regions the subsequent rebound in oil demand took time to filter through to improved products import volumes, while domestic stock levels decreased. In Europe, inventory levels generally remained at subdued levels in 2022 and 2023 amid a firm price environment, though an effort to replenish stocks could support seaborne products imports into the region going forward.



Product Tanker Supply

Tanker supply is determined by the size of the existing fleet as measured by cargo carrying capacity. It is influenced by a variety of factors, primarily the size of the existing fleet, the rate of deliveries of newbuilds, scrapping, and other operating efficiency factors (for example, storage, time in port or repair yards, congestion and vessel speed) which can influence the level of 'active supply' or ships available for charter.

The global oil tanker fleet is generally divided into several key vessel types, distinguished principally by carrying capacity. The major types of crude and product tankers are shown in the following table.

Crude and Product Tanker Vessel Types

Class of Tanker	Cargo Capacity (DWT)	Typical Use
Ultra Large Crude Carriers ("ULCCs")	> 320,000	Long-haul crude oil transportations from the Middle East Gulf, West Africa and more recently the US, with main destination being the Far East, as well as North America and Northern Europe.
Very Large Crude Carriers ("VLCCs")	200,000 - 319,999	
Suezmax	125,000 - 199,999	Medium-haul crude oil transportations from the Middle East Gulf, West Africa, Black Sea, Mediterranean and increasingly the US. Longer-haul shipments from Russia to Asia have increased since the onset of the war between Russia and Ukraine.
Aframax/LR2	85,000 - 124,999	Short-to-medium haul crude oil trades, with major trade routes including the Caribbean to the US, intra-regional routes in Europe and the Far East and growing volumes from the US to Europe and elsewhere. Long-haul shipments from Russia to Asia are also often carried on Aframaxes. LR2 tankers typically trade clean products on medium-to-long haul routes, e.g. from the Middle East Gulf to the Far East or Europe.
Panamax/LR1	55,000 - 84,999	Carriage of crude oil and clean and dirty petroleum products cargoes. Transportations often carried out on the Caribbean to US trade lane, along with North Sea, Far East & Mediterranean routes. Large volumes of clean products also carried from the Middle East to Asia.
MR	40,000 - 54,999	Flexible vessels involved in medium-haul petroleum products trades both in the Atlantic Basin and the growing intra-Asian/Middle East/Indian Sub-Continent trades.
Short Range(SR)/Handy	25,000 - 39,999	Short-haul of mostly refined petroleum products worldwide, usually on local or regional trade routes.

Source: Clarksons Research, March 2024

The world fleet of crude and product tankers (of 10,000 dwt and above) totalled 5,686 ships of 648.0m dwt at the start of March 2024, including 2,324 crude oil tankers of 462.8m dwt, and 3,362 products tankers of 185.2m dwt. The breakdown of the crude and products components of the fleet is illustrated in the table below. The footnotes to this table detail the assumptions used.

World Crude Oil and Product Tanker Fleet

Class of Tanker	Size (DWT)	Fleet		%share of DWT	Average Age (Years)	%Fleet Over 15 Years
		Number	*million DWT*			
Crude Tankers						
ULCC/VLCC	200,000+	908	279.7	43.2%	11.7	30.8%
Suezmax (Uncoated)	125,000 - 199,999	643	100.9	15.6%	11.9	30.7%
Aframax (Uncoated)	85,000 - 124,999	699	77.0	11.9%	13.8	47.5%
Panamax (Uncoated)	55,000 - 84,999	74	5.2	0.8%	16.6	75.0%
Crude Tanker Total		2,324	462.8	71.4%	12.5	34.1%
Product Tankers						
Suezmax (Coated)	125,000 - 199,999	19	3.0	0.5%	13.9	56.7%
LR2 (Coated Aframax)	85,000 - 124,999	442	48.8	7.5%	10.5	26.0%
LR1 (Coated Panamax)	55,000 - 84,999	380	28.0	4.3%	14.5	53.2%
Medium Range (MR)	40,000 - 54,999	1,753	84.8	13.1%	12.5	37.5%
SR/Handy	25,000 - 39,999	435	15.9	2.4%	16.5	67.3%
SR	10,000 - 24,999	333	4.9	0.8%	15.8	42.9%
Product Tanker Total		3,362	185.2	28.6%	13.3	39.9%
Total Oil Tanker	**10,000+**	**5,686**	**648.0**	**100.0%**	**13.0**	**35.8%**

Source: Clarksons Research, March 2024. Product Tanker Total refers to all vessels of 10,000+ dwt.

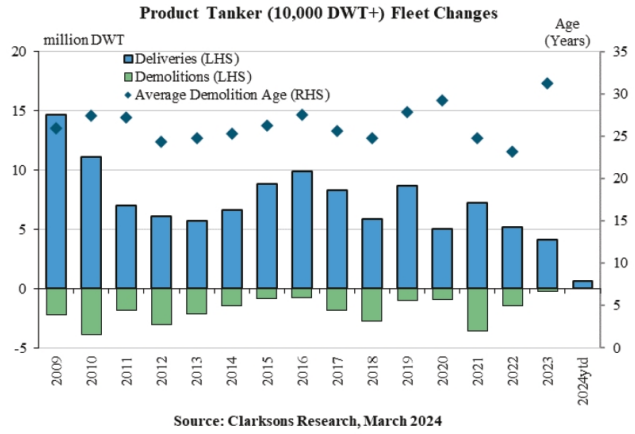
Note (1): The product tanker fleet is classified as coated non-IMO graded tankers, IMO III graded tankers, IMO II graded tankers of 25,000 dwt and above which meet criteria: average tank size >3,000cbm, or, where average tank size is unknown, number of tanks <16 (for vessels of 25,000 dwt – 39,999 dwt), <18 tankers (for vessels of 40,000 dwt – 54,999 dwt), < 30 tanks (for vessels of 55,000 dwt – 84,999 dwt), tankers of unknown IMO grade of 25,000 dwt and above, uncoated non-IMO graded tankers below 55,000 dwt. Tankers designated as specialised tankers and all tankers with stainless steel tanks are excluded.

Note (2): The data relating to product tankers is for the fleet sized 10,000 dwt and above.

The fleet of product tankers increases as a result of the construction and delivery of newbuilds to the fleet and decreases as a result of the removal of older vessels by demolition or otherwise, or through vessel loss. Over a short-term period, 'active' vessel supply is also affected by other factors, such as lay-up, use of vessels for oil storage, or if vessels are awaiting repairs or dry docked. Trends in vessel productivity can also influence effective supply. Although oil product tankers are capable of transporting crude oil, dirty oil products and clean oil products, the transportation of dirty products or crude oil requires significant cleaning operations, which can affect the number of ships immediately available to carry clean refined products. Permanent removal of a vessel can take place within a relatively short time frame, typically within three months. The construction of a newbuild products tanker, however, typically requires between 18 months and three years from contract signing to delivery of the vessel by the shipyard, depending on the schedule of the relevant shipyard's orderbook. Today's supply side dynamics are also occurring against a backdrop of more limited global shipbuilding capacity than in the late 2000s, as well as constrained availability of ship finance.

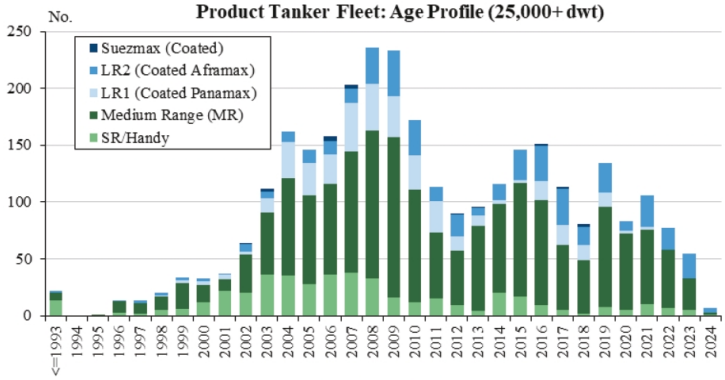
Product tanker fleet capacity (vessels 10,000+ dwt) grew by a CAGR of 3.5% between the start of 2014 and the start of 2024, a more moderate rate of increase than the 2000-2010 CAGR of 7.8%, when fleet growth was boosted by strong newbuild investment amid robust product tanker markets conditions c.2004-2008. In recent years, product tanker fleet growth has been relatively muted, averaging 2.0% p.a. across 2020-2023, largely reflecting more limited order volumes. Taking into account potential trends in deliveries and scrapping, fleet expansion is projected to remain limited in the short-term, with growth of just 1.2% projected in 2024, before picking up to a still relatively moderate 4.1% in 2025, reflecting the pick-up in orders through 2023.

Product tanker deliveries (vessels 10,000+ dwt) totalled 62 units of 4.2m dwt in 2023, the lowest number of ships delivered in any year since 2001 and 54% below the 2010s average of 134 units of 7.8m dwt. More limited delivery volumes have come on the back of a historically moderate orderbook, with the muted pace of deliveries expected to continue into 2024 (3.5m dwt currently scheduled).



Source: Clarksons Research, March 2024

The level of scrapping is generally impacted by current and prospective charter market conditions in relation to scrapping prices, while other factors including operating, repair and survey costs also impact. Product tanker demolition (vessels 10,000+ dwt) has averaged 35 vessels of 1.5m dwt p.a. over the last ten years, with a recent peak of 81 units of 3.5m dwt seen in 2021 during a period of weak earnings. Scrapping in 2023 was extremely limited, with just 8 units of 0.3m dwt reported sold for demolition, the lowest recorded level for >25 years. This primarily reflected the impact of very strong market conditions, as well as increased appetite for some older tonnage on the secondhand market amidst growth in the 'shadow' or 'dark' tanker fleet. Going forwards, in addition to market developments, the accelerating regulatory environment is expected to become an increasingly important factor in scrapping decision making, with potential for owners of older units to increasingly scrap ships as environmental and emissions regulations tighten further. Significant 'fleet renewal' is expected amidst an ageing product tanker fleet; at the start of March 2024 the fleet had an average age of 13.3 years, up from 9.2 years at the start of 2014, whilst 14% of product tanker fleet capacity was aged 20+ years and 43% was aged 15+ years.



Source: Clarksons Research, March 2024

Average product tanker vessel speeds have generally trended downwards over the last c.15 years, against a backdrop of periods of market pressure and an increasing focus on reducing vessel emissions. Product tanker speeds averaged 11.4 knots in 2023, down by 18% from 13.8 knots in 2008, but up from a recent low of 11.2 knots in early 2022 given the extended period of stronger market conditions. Building pressure from environmental regulations (e.g. CII) could lead to further downwards movement in vessel speeds going forwards, particularly for older ships.

Newbuild demand is affected by newbuilding prices in relation to current and anticipated charter market conditions. The orderbook indicates the number of vessels which have been contracted at shipyards but are yet to be delivered to owners, and is indicative of how vessel supply may develop in the coming years. The product tanker orderbook (vessels 10,000+ dwt) stood at 344 units of 24.9m dwt at the start of March 2024. The orderbook increased across 2023 following stronger contracting volumes, with the orderbook having risen from 10.8m dwt at the start of 2023 (equivalent to 6.0% of fleet capacity). However, the orderbook still remains at a relatively moderate level, equivalent to 13.4% of existing fleet capacity in dwt terms.

World Crude Oil and Product Tanker Orderbook

		Orderbook			Orderbook Delivery Schedule (million DWT)		
Class of Tanker	**Size (DWT)**	*No.*	*million DWT*	*% of fleet*	*2024*	*2025*	*2026+*
Crude Tankers							
ULCC/VLCC	200,000+	39	12.1	4.3%	*0.3*	*1.5*	*10.3*
Suezmax (Uncoated)	125,000 - 199,999	76	11.9	11.8%	*1.1*	*4.4*	*6.4*
Aframax (Uncoated)	85,000 - 124,999	33	3.8	5.0%	*1.4*	*0.8*	*1.6*
Panamax (Uncoated)	55,000 - 84,999	3	0.2	3.9%	*0.1*	*0.0*	*0.1*
Crude Tanker Total		**151**	**28.0**	**6.1%**	**2.9**	**6.7**	**18.4**
Product Tankers							
Suezmax (Coated)	125,000 - 199,999	0	0.0	0.0%	*0.0*	*0.0*	*0.0*
LR2 (Coated Aframax)	85,000 - 124,999	116	13.3	27.2%	*1.7*	*5.7*	*5.8*
LR1 (Coated Panamax)	55,000 - 84,999	31	2.3	8.4%	*0.1*	*0.8*	*1.4*
Medium Range (MR)	40,000 - 54,999	180	9.0	10.6%	*1.7*	*3.3*	*3.9*
SR/Handy	25,000 - 39,999	2	0.1	0.5%	*0.0*	*0.1*	*0.0*
SR	10,000 - 24,999	15	0.2	5.0%	*0.1*	*0.1*	*0.1*
Product Tanker Total		**344**	**24.9**	**13.4%**	**3.6**	**10.0**	**11.3**
Total Oil Tanker	**10,000+**	**495**	**52.9**	**8.2%**	**6.5**	**16.8**	**29.7**

Source: Clarksons Research, March 2024. Product Tanker Total refers to all vessels of 10,000+ dwt.

Note (1): The product tanker fleet is classified as coated non-IMO graded tankers, IMO III graded tankers, IMO II graded tankers of 25,000 dwt and above which meet criteria: average tank size >3,000cbm, or, where average tank size is unknown, number of tanks <16 (for vessels of 25,000 dwt – 39,999 dwt), <18 tankers (for vessels of 40,000 dwt – 54,999 dwt), < 30 tanks (for vessels of 55,000 dwt – 84,999 dwt), tankers of unknown IMO grade of 25,000 dwt and above, uncoated non-IMO graded tankers below 55,000 dwt. Tankers designated as specialised tankers and all tankers with stainless steel tanks are excluded.

Note (2): Going forward, the orderbook may be influenced by delays, cancellations and the re-negotiation of contracts. Due to these technical and contractual issues, there is currently some uncertainty surrounding the orderbook. The figures quoted above relate to the orderbook as at March 1, 2024 and take no account for these potential delivery problems. In addition further newbuild orders will be placed going forward.

Note (3): The data relating to product tankers is for the fleet sized 10,000 dwt and above.

Product tanker contracting picked up in 2023, supported by recent strength in vessel earnings. The volume of product tanker orders placed (vessels 10,000+ dwt) averaged 5.5m dwt p.a. across 2018-2022, almost half the average of the previous five-year period. However, in 2023, 233 product tankers of 17.5m dwt were ordered, the strongest annual total in capacity terms since 2013. Most orders have been placed with delivery scheduled in 2025-2027, with total product tanker deliveries in 2024 still projected to remain at subdued levels historically.

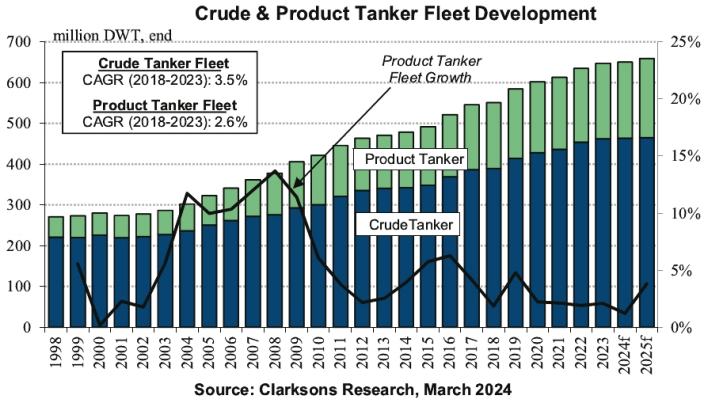
The table below outlines the major builders of MR tankers, ranked by orderbook:

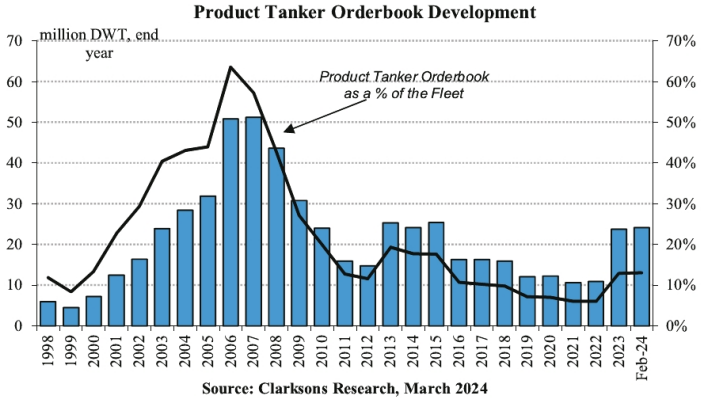
MR Tankers - Top Builders

Builder	Builder Country	Delivered 2023	Orderbook		Orderbook Delivery Schedule (million DWT)		
		million DWT	*No.*	*million DWT*	*2024*	*2025*	*2026+*
Hyundai Mipo	South Korea	0.1	40	2.0	*0.3*	*1.0*	*0.8*
Hyundai Vietnam SB	Vietnam	0.5	18	0.9	*0.3*	*0.5*	*0.1*
Chengxi Shipyard	China		18	0.9		*0.1*	*0.8*
K SB (Jinhae)	South Korea	0.4	17	0.8	*0.5*	*0.3*	
Yangzi-Mitsui SB	China		16	0.8		*0.6*	*0.3*
Jiangsu New YZJ	China		13	0.7		*0.1*	*0.6*
GSI Nansha	China	0.1	13	0.6	*0.1*	*0.2*	*0.4*
New Times SB	China		11	0.5	*0.2*	*0.2*	*0.1*
Minaminippon (Ozai)	Japan		7	0.4	*0.1*	*0.1*	*0.2*
Penglai Jinglu SY	China	0.2	7	0.3		*0.0*	*0.3*
Top 10 % Share		*96%*	*89%*	*89%*	*83%*	*92%*	*90%*
Total		**1.4**	**180**	**9.0**	**1.7**	**3.3**	**3.9**

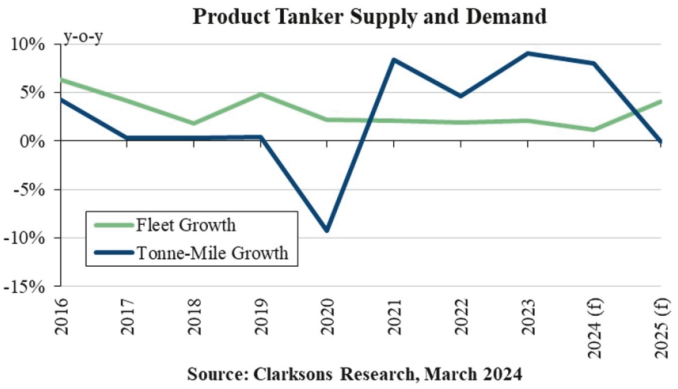
Source: Clarksons Research, March 2024

Recent developments in the fleet and orderbook are shown below:





The overall comparison between supply growth and demand growth can be seen in the graph below:



Source: Clarksons Research, March 2024

The Product Tanker Market

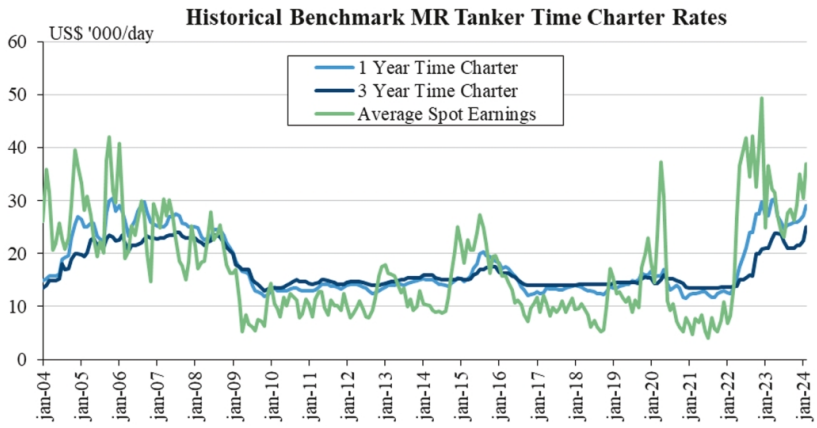
The charter market is highly competitive and based primarily on the offered charter rate, the location and technical specification of the vessel and the reputation of the vessel and its manager. Typically, the agreed terms are based on standard industry charter parties prepared to streamline the negotiation and documentation processes. The most common types of employment structures for a tanker are spot market, COA, time charter, bareboat charter and pool employment. When employed in a pool, the vessel is part of a fleet of similar vessels, brought together by their owners in order to exploit efficiencies and benefit from a revenue sharing mechanism. The pool operator sources different cargo shipment contracts and directs the vessels in an efficient way to service these obligations. Pools can benefit from profit and loss sharing effects, sharing geographical market exposure and potentially less idle time through coordination of vessel movements, but vessels sailing in a pool remain vulnerable to adverse market conditions.

Freight and hire rates for product tankers trading under spot charters are very sensitive to fluctuating demand for and supply of vessels, and rates are consequently volatile. Rates are also strongly affected by seasonal fluctuations in demand from end consumers. While trends in the product tanker market are heavily impacted by product tanker supply and demand trends, typically market conditions have also been well correlated with crude oil tanker market developments, partly reflecting the fact that some crude and products tankers have the potential to act as ‘swing tonnage’ between the crude, dirty and clean markets.

Rates and earnings in the product tanker market have been volatile in recent years. Average clean MR spot earnings have ranged from a low of $4,055/day in July 2021 to a high of $49,329/day in December 2022, and between the start of 2000 and the start of March 2024 averaged $17,026/day. Product tanker market conditions have generally been very firm since early 2022, with clean MR spot earnings averaging $31,240/day between March 2022 and March 2024, nearly double the average since start 2000, whilst the one year MR time charter rate averaged $24,945/day across the same period, compared with the average since start 2000 of $17,509/day. Strong market conditions through 2023 generally reflected impacts from the war between Russia and Ukraine, in particular a shift to longer-haul trade routes due to a deterioration in trade relations between Russia and ‘western’ nations, resulting in European countries in particular replacing volumes previously sourced on short-haul routes from Russia with products imported from the Middle East and Asia, whilst Russian exports have increasingly been shipped to a range of non-European destinations. Recent product tanker market strength has followed a period of pressure across mid-2020 to early 2022 amid impacts on oil demand and products trade from the COVID-19 pandemic. In early 2024, product tanker markets saw further upside from vessels re-routing away from the Red Sea onto longer voyages (e.g via the Cape of Good Hope) which has added additional impetus to an already tight supply-demand balance. As a result of the increasing disruption, average product tanker spot earnings rose to above $50,000/day in late January. Clean MR spot earnings rose to close to $40,000/day in January, while LR2 earnings surged to over $100,000/day amid impacts from the disruption. However, while

re-routing initially provided clear market upside in some sectors, impacts on costs and arbitrages have also led to some trade flow shifts and MR earning spot earnings have since eased back to a still historically firm $35,000/day in early March, whilst LR2 earnings on the MEG-UKC route have eased back to below $50,000/day.

It should be noted that while MR rates have been used to illustrate tanker market conditions, earnings and time charter rates for other product tanker sizes have generally followed similar trends. Further, the above statistics are based on a non-scrubber fitted, 'non-eco' MR product tanker built in c.2010. Vessels fitted with scrubbers and those built more recently with 'eco' specifications are generally able to achieve premiums on these levels. For example, clean earnings for a c.2015-built 'eco' scrubber-fitted MR averaged $33,549/day in 2023, compared with $26,948/day for a c.2010 built unit (non-eco, non-scrubber fitted).

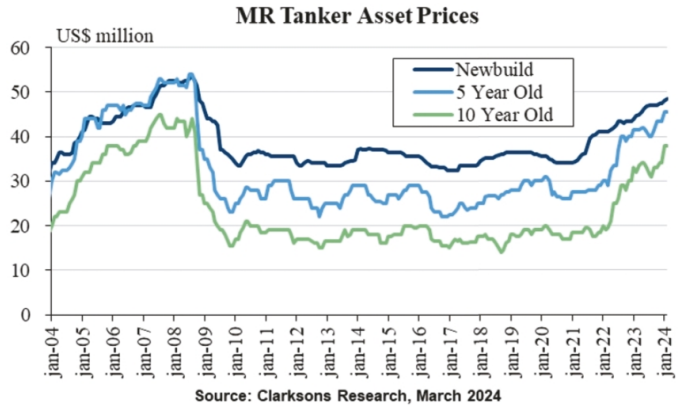


Source: Clarksons Research, March 2024

The vessels used in the time charter estimates are standard modern vessels in this market sector. Clarksons Brokers estimate time charter rates each week for these standard vessels, which is informed by transactions and ongoing negotiations associated with vessels of similar size. There is no guarantee that current rates are sustainable and rates may increase and decrease significantly over short periods of time.

Product tanker asset values have also fluctuated over time, and there is a relationship between changes in asset values and the charter market. Newbuilding prices have increased significantly over recent years, due to increased 'forward cover' at shipyards and cost inflation. In March 2024, the guideline newbuilding price for an MR stood at $48.5m, up 7% year-over-year and up from a recent low of $34m in mid-2020, representing the highest level since 2008.

Meanwhile, secondhand product tanker prices have also increased significantly in recent years, on the back of stronger product tanker charter market conditions and firm buyer appetite. The guideline price for a 5 year old secondhand MR tanker stood at $45.5m in March 2024, up 10% year-over-year and up from $30m at start 2022. Asset values for LR and Handy tankers have followed similar trends to MR tankers.



The following tables summarize recent market developments relating to Handy, MR and LR1 product tankers for both charter rates and asset values.

Handy Product Tankers: Time Charter and Asset Value Summary Table

	Spot Earnings	Time Charter (US$/day)		Asset Prices (US$ million)	
		1 Year	*3 Year*	*5 Year Old*	*10 Year Old*
2014	12,473	13,774	14,678	23.0	15.0
2015	22,094	15,880	15,250	25.0	17.0
2016	8,962	13,998	14,264	19.0	14.0
2017	7,380	11,430	12,841	22.0	13.0
2018	6,734	11,572	12,750	24.0	14.0
2019	14,560	13,425	12,938	25.0	15.0
2020	13,881	12,995	13,399	23.0	14.0
2021	7,930	10,797	12,854	25.0	14.5
2022	45,087	17,774	14,346	34.0	23.0
2023	40,512	24,947	17,760	38.0	29.0
2024 YTD*	38,283	26,750	17,500	40.3	32.0
5 Year Avg	25,046	16,405	14,399	28.4	18.5
5 Year Peak	96,711	28,000	18,000	40.5	33.0
5 Year Trough	411	10,250	12,250	23.0	13.5
10 Year Avg	18,290	14,840	14,139	25.7	16.7
10 Year Peak	96,711	28,000	18,000	40.5	33.0
10 Year Trough	333	10,250	12,250	19.0	13.0
20 Year Avg	19,774	16,098	15,257	28.5	18.9
20 Year Peak	96,711	28,000	22,000	47.0	37.0
20 Year Trough	333	10,000	10,500	19.0	12.0

* *YTD Jan-Feb 2024*

Source: Clarksons Research, March 2024.

Note (1): All earnings are basis annual or monthly averages, with values basis end period.

MR Product Tankers: Time Charter and Asset Value Summary Table

	Spot Earnings	Time Charter (US$/day)		Asset Prices (US$ million)	
		1 Year	*3 Year*	*Newbuild*	*5 Year Old*
2014	12,360	14,630	15,399	36.8	25.0
2015	21,405	17,769	16,409	35.5	29.0
2016	12,124	15,092	15,212	32.5	22.0
2017	10,220	13,219	14,000	33.8	25.0
2018	8,750	13,120	14,154	36.5	27.5
2019	13,740	14,683	14,714	35.8	30.0
2020	15,251	14,440	14,930	34.0	26.0
2021	6,740	12,429	13,545	41.0	29.0
2022	31,775	20,570	16,123	43.5	40.0
2023	26,948	26,832	22,034	47.5	43.5
2024 YTD*	31,776	28,094	23,750	48.2	45.5
5 Year Avg	19,139	18,216	16,544	39.7	32.8
5 Year Peak	74,081	31,250	25,000	48.5	45.5
5 Year Trough	3,185	11,625	13,500	34.0	26.0
10 Year Avg	16,106	16,470	15,766	37.4	29.4
10 Year Peak	74,081	31,250	25,000	48.5	45.5
10 Year Trough	3,185	11,625	13,500	32.5	22.0
20 Year Avg	17,042	17,795	16,915	39.0	32.7
20 Year Peak	74,081	32,000	25,000	53.5	54.0
20 Year Trough	3,185	11,500	12,500	32.5	22.0

* *YTD Jan-Feb 2024*

Source: Clarksons Research, March 2024.

Note (1): All earnings are basis annual or monthly averages, with values basis end period.

LR1 Product Tankers: Time Charter and Asset Value Summary Table

	Spot Earnings*	Time Charter (US$/day)		Asset Prices (US$ million)	
		1 Year	*3 Year*	*Newbuild*	*5 Year Old*
2014	15,232	15,880	16,466	46.0	33.5
2015	24,847	23,567	20,510	45.0	35.0
2016	12,903	18,116	17,715	41.0	28.0
2017	8,247	13,077	14,875	41.5	28.0
2018	8,397	12,962	14,500	44.0	30.0
2019	15,147	16,635	15,233	44.5	32.5
2020	19,858	16,918	16,288	42.5	29.0
2021	7,052	13,583	15,625	51.0	31.0
2022	33,338	25,236	20,423	54.0	45.0
2023	28,155	32,707	26,188	57.5	51.0
2024 YTD*	47,750	37,063	28,750	58.0	53.0
5 Year Avg	21,580	21,679	19,180	49.1	36.9
5 Year Peak	114,370	42,500	29,000	58.5	53.0
5 Year Trough	566	12,750	14,375	42.5	29.0
10 Year Avg	17,886	19,199	17,977	46.4	34.3
10 Year Peak	114,370	42,500	29,000	58.5	53.0
10 Year Trough	566	12,500	14,375	41.0	26.5
20 Year Avg	19,721	20,805	19,525	48.2	37.9
20 Year Peak	114,370	42,500	29,000	68.0	62.0
20 Year Trough	566	12,500	14,000	38.5	24.0

* *Basis LR1 Ras Tanura-Chiba Route, YTD Jan-Feb 2024*

Source: Clarksons Research, March 2024.

Note (1): All earnings are basis annual or monthly averages, with values basis end period.

Competitive Landscape

The product tanker market is comprised of a variety of ship owners and operators of varying sizes. A vessel is either operated directly by the owner, or by a third party. This includes the use of commercial pool management. Pools are an important feature of the product tanker market, and have been relatively successful compared to other sectors. Pools are arrangements in which owners work together to organize the commercial management of a group of vessels, allowing them to share revenues, while potentially minimizing idle time. Conversely, the decision not to compete can mean that pooled vessels are prone to sharing the effects of any adverse market conditions. The leading owners within the product tanker market are detailed below. Ownership of product tankers is more consolidated than in the bulk carrier sector. The below table reflects the ownership of vessels and therefore, vessel operators who have financed one or more vessels through sale and lease-back arrangements may operate a higher number of vessels than the number of vessels listed in the respective segments below. Additionally, some of the owners listed in the below tables are not operators of vessels and therefore not competitors in the market for the operation of product tankers. Certain tankers capable of carrying chemicals are not included in the below tables.

Top Handy Product Tanker (25,000-39,999 dwt) Owners

Name	Fleet & Orderbook	
	Number	m DWT
Waruna Nusa Sentana	23	0.82
Scorpio Tankers	14	0.54
Maersk Tankers	10	0.39
IMS SA	8	0.30
Soechi Lines	7	0.26
Hafnia Limited	**6**	**0.23**
Iver Ships BV	6	0.22
Mitsui OSK Lines	7	0.22
Pioneer Tanker	6	0.21
Pantheon Tankers	5	0.20
Top 10 % Share	*21.1%*	*21.4%*
Total	**437**	**15.92**

Top MR Product Tanker (40,000-54,999 dwt) Owners

Name	Fleet & Orderbook	
	Number	m DWT
Sinokor Merchant	56	2.79
TORM A/S	54	2.69
Scorpio Tankers	54	2.67
Hafnia Limited	**49**	**2.46**
Nissen Kaiun	39	1.95
CMG Nanjing Tanker	40	1.90
Intl Seaways	35	1.75
COSCO Shpg Energy	36	1.67
Sovcomflot	33	1.53
Eastern Pacific Shpg	23	1.15
Top 10 % Share	*21.7%*	*21.9%*
Fleet Total	**1,933**	**93.73**

Source: Clarksons Research, March 2024

Top LR1 Product Tanker (55,000-84,999 dwt) Owners

Name	Fleet & Orderbook	
	Number	m DWT
Hafnia Limited	**25**	**1.87**
Dynacom Tankers Mgmt	18	1.34
COSCO Shpg Energy	13	0.97
Intl Seaways	10	0.75
TORM A/S	10	0.74
Chemikalien Seetrans	10	0.74
Tsakos Energy Nav	9	0.66
Navios MLP	8	0.60
Prime Tanker Mgmt	8	0.60
Beks Shipmanagement	8	0.58
Top 10 % Share	*29.0%*	*29.2%*
Fleet Total	**411**	**30.31**

Top LR2 Product Tanker (85,000-124,999 dwt) Owners

Name	Fleet & Orderbook	
	Number	m DWT
Scorpio Tankers	38	4.19
Frontline	18	1.98
TORM A/S	17	1.96
Cardiff Marine	17	1.90
Dynacom Tankers Mgmt	16	1.84
Thenamaris	14	1.60
COSCO Shpg Energy	14	1.54
BoCom Leasing	12	1.32
Eastern Pacific Shpg	11	1.23
Navios MLP	10	1.15
Top 10 % Share	*29.9%*	*30.1%*
Fleet Total	**558**	**62.07**

Source: Clarksons Research, March 2024

C. Organizational Structure

Hafnia is the parent company for our subsidiaries. We have 72 (direct or indirect) wholly-owned subsidiaries. Additionally, we have a 50% (direct or indirect) ownership interest or voting rights interest in 18 companies. See Exhibit 8.1 for a list of our subsidiaries as at December 31, 2023 and their respective jurisdictions of formation.

We note that in addition to the subsidiaries listed in Exhibit 8.1, we have made investments in a number of companies where our ownership and voting interest is below 50%. In the past, we have for example invested in projects relating to the production of green energy and projects regarding development of technologies which can possibly be used in our business in a short, medium, or long term perspective. We do not consider these investments a material part of our business.

D. Property, Plants and Equipment

We own no material property other than our Hafnia Vessels, shares in our joint ventures and shares in other companies. We lease office space in various jurisdictions and had the following material leases in place as at December 31, 2023:

- **Singapore:** 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438
- **Copenhagen:** Hans Bekkevolds Alle 7, 2900 Hellerup, Denmark
- **Houston:** 1800 West Loop South, Suite 1925, Houston, Texas 77027, United States of America
- **Dubai**: Jumeirah Business Center 1, Unit No. 4003, Jumeirah Lakes Towers, Dubai, United Arab Emirates

Patents, Licenses and Trademarks

We have no material patents and do not use any licenses other than ordinary information technology licenses.

We do not have a trademark registration of our name (Hafnia) or logo. We have usage rights to our logo.

We have registered our primary domains: hafniabw.com, hafniatankers.com and hafnia.com. None of the information contained on our website is incorporated into or forms a part of this Registration Statement.

Facilities

We are not aware of any environmental issues or other constraints that would materially impact the intended use of our facilities.

ITEM 4A. UNRESOLVED STAFF COMMENTS

Not Applicable.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following presentation of management's discussion and analysis of results of operations and financial condition should be read in conjunction with our restated Consolidated Financial Statements, accompanying notes thereto and other financial information appearing in "Item 17. Financial Statements." You should also carefully read the following discussion with the sections of this Registration Statement entitled "Item 3. Key Information – D. Risk Factors", "Item 4. Information on the Company – B. Business Overview – The International Oil Tanker Shipping Industry", and "Cautionary Statement Regarding Forward-Looking Statements." Our restated consolidated financial statements for the years ended December 31, 2023, 2022, and 2021 have been prepared in accordance with IFRS as issued by the IASB.

Our consolidated financial statements are presented in U.S. dollars ($) unless otherwise indicated. Any amounts converted from another non-U.S. currency to U.S. dollars in this Registration Statement are at the rate applicable at the relevant date, or the average rate during the applicable period.

Overview

We are an international shipping company providing seaborne transportation of refined oil, other petroleum products and certain chemical products. We operate directly and through our Pools a modern fleet of the following vessel types: LR2, LR1, MR, Handy, and Specialised vessels. We have previously operated Stainless vessels acquired by us in connection with the CTI Transaction but have divested these non-core assets in 2022. See "*Item 4. Information on the Company – B. Business Overview – Our Business*" for additional information about the vessels in our Combined Fleet.

We operate the following seven pools that we refer to collectively as the Pools: (i) LR2 Pool, (ii) LR1 Pool, (iii) MR Pool, (iv) Handy Pool, (v) Chemical-MR Pool, (vi) Chemical-Handy Pool and (vii) Specialised Pool. See "*Item 4 – Information on the Company – B. Business Overview – Our Business – The Pools*" for additional information about our Pools. The majority of our Hafnia Vessels and TC Vessels are employed on voyage charters and time charters through our Pools, whereby earnings are subject to profit sharing with other pool participants. Our Pool Managers receive only management fees in connection with such services. Some of our Hafnia Vessels are also employed on time charters and voyage charters outside of the Pools. For our JV Vessels, some are operated through the Pools and some are on time charters outside the Pools.

We believe that our pool employment strategy provides us with a competitive advantage in optimizing the earnings of our Hafnia Vessels and TC Vessels. By operating a large number of vessels, our commercial pools offer operating efficiencies, thereby enhancing utilization rates, which we believe enables us to outperform the spot market over time. We strategically employ our Hafnia Vessels and TC Vessels in pools that are primarily focused on spot market voyage charters, which we believe positions us to capitalise on improving rates in the product tanker market. In addition, our strategy allows us to more efficiently deploy our vessels to limit idle time and provide more stable earnings relative to our non-pooled peers participating in the spot market. Importantly, our pool employment strategy will also allow us to directly benefit from the anticipated fuel savings of our newbuild vessels, as under spot market voyage charters we are responsible for all voyage expenses, including bunker fuel costs, which are generally the largest expense.

Please see below an overview of the utilisation rate for our Hafnia Vessels and TC Vessels for the years ended December 31, 2023, 2022 and 2021, respectively. Utilisation rate is operating days out of calendar days (both for Hafnia Vessels and TC Vessels).

	Utilisation rate		
	2023	**2022**	**2021**
LR2	99.9%	99.9%	100.0%
LR1	96.5%	96.3%	97.2%
MR	98.8%	98.3%	97.7%
Handy	99.1%	98.1%	99.2%
Stainless	N/A(1)	95.7%	N/A(1)
Specialised	98.3%	N/A(2)	N/A(2)
All Hafnia Vessels and TC Vessels	**98.4%**	**97.7%**	**97.9%**

(1) We entered and exited the Stainless segment in 2022.

(2) We entered and exited the Specialised segment in 2023.

Our utilisation rates are largely unaffected by increases or decreases in our fleet size. This is due to our definition of operating days (as defined further below) which only excludes technical off-hire days. The reason we only exclude technical off-hire days and not commercial off-hire days is a result of the way we employ our Hafnia Vessels and TC Vessels. When our Hafnia Vessels and TC Vessels are not employed on long-term time charters, they are almost always employed within our Pools which mean that they will earn revenue from the Pool regardless of whether they are commercially on-hire or off-hire due to the profit-sharing mechanisms in the Pools. Our utilisation rates are therefore primarily affected by planned and unplanned drydocking and other repairs, surveys, and maintenance. When we acquire new vessels, we may have to perform maintenance, repairs or modifications to the vessels and change the vessels' technical manager which may lead to technical off-hire days.

Restated financial statements

Certain figures in the consolidated statement of comprehensive income for the years ended December 31, 2022 and 2021; the consolidated statement of financial position as at December 31, 2022 and 2021; and the consolidated statement of cash flows for the financial years ended December 31, 2022 and 2021 have been restated. We re-evaluated the accounting over certain terms within pool agreements, contracts, factoring agreements and other pool business and restated the financial years ended December 31, 2022 and 2021. As a result of taking a strict IFRS application, applied for the financial years ended December 31, 2022 and 2021, these financial statements have been restated to correct an error in the previously reported items: revenue, voyage expenses, loans receivable from pool participants, trade and other receivables, cash retained in the commercial pools, inventories and trade and other payables. As a result, we amended certain note disclosures in the financial statements. These corrections do not affect our TCE income, net profit, cash belonging to us, or equity for these years. The application of IFRS 15 and our related accounting policies as they relate to the pooling arrangements require significant judgement.

In the financial year ended December 31, 2023, there is a further change to accounting for pool agreements, as we moved from an agency model to a 'disponent-owner' model.

Revenue

We generate revenue by charging our customers for the transportation of their refined oil products, other petroleum products, and chemical products using our Hafnia Vessels and TC Vessels. Revenue primarily consists of revenue from voyage charters and time charters. Revenue from voyage charters also includes revenue from vessels on COAs or CVCs or short-term time charters (less than six months) and therefore the main distinction between the revenue streams is whether the underlying contracts are short-term or long-term contracts.

For our agency-based Pools, we have assessed that we have limited rights as Pool Managers. We account for the management fees we receive on External Vessels (Pool Vessels and JV Vessels employed in the Pools) as other operating income. For our Hafnia Vessels and TC Vessels employed in the Pools, we recognise gross revenue in Revenue (Hafnia Vessels and TC Vessels).

For our disponent-owner Pools, we have assessed that the rights conferred from the time charter arrangement in the pool agreements under the "disponent-owner" model provided us with the control of a right to a service to be performed using the vessels in such Pools for the end charterers, and hence allowing us as the pool manager to recognize revenue as a principal in line with IFRS 15 – Revenue from Contracts with Customers. We recognize gross revenue for all vessels employed in such Pools, in Revenue (Hafnia Vessels and TC Vessels) for our Hafnia Vessels and TC Vessels, and Revenue (External Vessels in Disponent-Owner Pools)for the External Vessels. We continue to account for the management fees we receive on External Vessels employed in the Pools as other operating income.

Revenue is affected by hire/freight rates and the number of operating days a vessel operates.

We account for investments in the JV Vessels as equity investments. Earnings from those vessels are not consolidated in our financial statements, however if JV Vessels are employed in disponent-owner Pools, we will recognise revenue from such vessels in Revenue (External Vessels in Disponent-Owner Pools). Therefore, although we may receive dividends from JV companies, our Revenue (Hafnia Vessels and TC Vessels) does not include revenue from our JV Vessels.

The following describes the two basic types of contractual arrangements; voyage charters and time charters:

Voyage charters in the spot market. The spot market generally refers to the segment of the market where vessels are employed for a single voyage. A vessel earns income from each individual voyage. Spot market pricing, which can be volatile, is influenced by a number of factors, including the number of competing vessels, the number of cargoes available, oil pricing and arbitrage, worldwide events and weather. Idle time between voyages is possible depending on the availability of cargo and positioning of the vessel. Under a spot market voyage charter, the vessel owner pays for the voyage expenses (less specified amounts covered by the contract), including bunker and port costs, and the vessel operating expenses. All freight voyage charter revenues and voyage expenses are recognised on a percentage of completion basis. Load-to-discharge basis is used in determining the percentage of completion for all spot voyages and voyages servicing contracts of affreightment. Under the load-to-discharge method, freight voyage charter revenue is recognised evenly over the period from the point of loading of the current voyage to the point of discharge of the current voyage. We do not begin recognizing revenue until we have entered into a contract with a customer, even if the vessel has discharged its cargo and is sailing to the anticipated load port on its next voyage, nor do we recognize revenue when a vessel is off-hire.

Time charter. Under a time charter, vessels are chartered to customers for a fixed period of time at rates that are generally fixed, but may contain a variable component based on inflation, interest rates or changes in current market rates. Under time charters, we operate and are responsible for crewing and arranging for technical management for the vessels. We also bear other operating expenses, such as repairs and maintenance, insurance, stores, lube oil, communications expenses and technical management fees of the vessels. Revenue from time charters, accounted for as operating leases, is recognised rateably over the rental periods of such charters, as services are performed.

External commercial pools: Following the CTI Transaction, we had Hafnia Vessels trading in external commercial pools until December 2022. We have assumed commercial management of those vessels and no longer have any Hafnia Vessels or JV Vessels employed in third-party commercial pools.

The table below illustrates the primary distinctions between the two employment arrangements generally used to employ tankers:

	Spot Market Voyage Charter	Time Charter
Typical contract length	Single voyage	Six months or more
Hire rate basis(1)	Varies	Daily
Voyage expenses(2)	Owner pays	Charterer pays
Vessel operating expenses for owned, lease financed, or bareboat chartered-in vessels(3)	Owner pays	Owner pays
Charterhire expense for time or bareboat chartered-in vessels(3)	Owner pays	Owner pays
Off-hire(4)	Charterer does not pay	Charterer does not pay

(1) *"Hire rate"* refers to the basic payment from the charterer for the use of the vessel.

(2) *"Voyage expenses"* primarily include bunkers, port charges, canal tolls, cargo handling operations and brokerage commissions.

(3) *"Vessel operating expenses"* and *"Charterhire expense"* are defined below under "*Important Financial and Operational Terms and Concepts*".

(4) *"Off-hire"* refers to the time a vessel is not available for service due primarily to scheduled and unscheduled repairs or drydockings. For TC Vessels, we do not pay the charterhire expense when the vessel is off-hire.

As at December 1, 2023, 104 of our Hafnia Vessels and TC Vessels were operating in the Pools or on spot charters outside the Pools and 15 were operating on time charter-out agreements outside of the Pools.

In 2023, we changed our LR2 Pool, LR1 Pool, MR Pool and Handy Pool from agent-to-owner pools to disponent-owner pools as further described in "*Item 4. Information on the Company – B. Business Overview – The Pools*".

How We Evaluate Our Operations

We manage our business through the following main operating and reporting segments:

- LR2 tankers
- LR1 tankers
- MR tankers
- Handy tankers

In 2023, our Hafnia Fleet comprised one vessel in the Specialised segment. We have redelivered this vessel to its owner and as at the date of this Registration Statement, no vessels in the Hafnia Fleet operate in the Specialised segment. We continue to operate Specialised Pool Vessels in the Specialised Pool.

In 2022, after our acquisition of CTI, we began operating in the Stainless segment. We exited the Stainless segment in 2022 after divesting the Stainless vessels we acquired in the CTI Transaction. For accounting purposes, all eight vessels were considered divested in 2022, but the legal completion of two of the divestments occurred in 2023.

Previously, we reported on "Chemical-MR" vessels and "Chemical-Handy" vessels as separate segments, however we have now grouped "Chemical-MR" and "Chemical-Handy" vessels under the MR segment and the Handy segment, respectively. The reason behind this change is due to a change in the way operating results are reviewed by us. The "Chemical-MR" and "Chemical-Handy" vessels are deemed to be a variation of the existing Handy and MR vessels with similar economic characteristics and hence we felt it appropriate to aggregate with the Handy and MR reportable segments. Furthermore, we have observed that analysts and other market participants reviewing our financial statements include "Chemical-Handy" and "Chemical-MR" vessels together with their analysis of our Handy and MR vessels.

In addition, we use a variety of qualitative, operational, and financial metrics to assess our performance. Among other measures, management considers each of the following in assessing our business:

Adjusted EBITDA

Adjusted EBITDA is a non-IFRS financial measure and as used herein represents earnings before financial income and expenses, depreciation, impairment, amortization and taxes. Adjusted EBITDA additionally includes adjustments for gain/(loss) on disposal of vessels and/or subsidiaries, share of profit and loss from equity accounted investments, interest income and interest expense, capitalised financing fees written off and other finance expenses. Adjusted EBITDA is used as a supplemental financial measure by management and market participants reviewing our financial statements, such as lenders, to assess our operating performance as well as compliance with the financial covenants and restrictions contained in our financing agreements.

We believe that Adjusted EBITDA assists management and investors by increasing comparability of our performance from period to period. This increased comparability is achieved by excluding the potentially disparate effects of interest, depreciation, impairment, amortization, and taxes. These are items that could be affected by various changing financing methods and capital structure which may significantly affect profit/(loss) between periods. Including Adjusted EBITDA as a measure benefits investors in selecting between investment alternatives. Adjusted EBITDA is a non-IFRS financial measure and should not be considered as an alternative to net income or any other measure of our financial performance calculated in accordance with IFRS. Adjusted EBITDA excludes some, but not all, items that affect profit/(loss) and these measures may vary among other companies. Adjusted EBITDA as presented below may not be comparable to similarly titled measures of other companies.

The following table sets forth a reconciliation of Adjusted EBITDA to profit/(loss) for the financial year, the most comparable IFRS financial measure, for the years ended December 31, 2023, 2022 and 2021.

	Year Ended December 31,		
(in thousands of U.S. dollars)	**2023**	**2022**	**2021**
Proft/(loss) for the financial year	**$ 793,275**	**$ 751,589**	**$ (55,493)**
Income tax expense	6,251	6,678	4,390
Depreciation charge of property, plant and equipment	209,727	207,989	150,460
Amortisation charge of intangible assets	1,300	1,230	1,219
(Gain)/loss on disposal of assets	(56,087)	(25,483)	4,935
Share of (profit)/loss of equity-accounted investees, net of tax	(19,073)	(24,152)	1,768
Interest income	(17,629)	(6,977)	(2,355)
Interest expense	77,385	91,094	39,004
Capitalised financing fees written off	5,894	2,465	4,496
Other finance expense	11,845	2,516	3,333
Adjusted EBITDA	**$1,012,888**	**$1,006,949**	**$151,757**

Time charter equivalent (or "TCE")

TCE (or TCE income) is a standard shipping industry performance measure used primarily to compare period-to-period changes in a shipping company's performance despite changes in the mix of charter types (i.e., voyage charters and time charters) under which the vessels may be employed between the periods. We define TCE income as income from time charters and voyage charters (including income from Pools, as described above) for our Hafnia Vessels and TC Vessels less voyage expenses (including fuel oil, port costs, brokers' commissions and other voyage expenses).

We present TCE income per operating day, a non-IFRS measure, as we believe it provides additional meaningful information in conjunction with revenues, the most directly comparable IFRS measure, because it assists management in making decisions regarding the deployment and use of our Hafnia Vessels and TC Vessels and in evaluating their financial performance. Our calculation of TCE income may not be comparable to that reported by other shipping companies.

The following table reconciles our revenue (Hafnia Vessels and TC Vessels), the most directly comparable IFRS financial measure, to TCE income and TCE income per operating day.

(in thousands of U.S. dollars, except operating days and TCE income per operating day)	Year Ended December 31, 2023	2022	2021
Revenue (Hafnia Vessels and TC Vessels)	**$1,915,472**	**$1,926,551**	**$ 700,405**
Revenue (External Vessels in Disponent-Owner Pools)	**756,234**	**N/A**	**N/A**
Less: Voyage expenses (Hafnia Vessels and TC Vessels)	(548,865)	(579,855)	(297,470)
Less: Voyage expenses (External Vessels in Disponent-Owner Pools)	(279,749)	N/A	N/A
Less: Pool distributions for External Vessels in Disponent-Owner Pools	(476,485)	N/A	N/A
TCE income	**1,366,607**	**1,346,696**	**402,935**
Operating days	42,276	44,475	33,188
TCE income per operating day	**$ 32,326**	**$ 30,280**	**$ 12,141**

Revenue, voyage expenses and pool distributions in relation to External Vessels in disponent-owner Pools nets to zero, and therefore the calculation of TCE income is unaffected by these items:

(in thousands of U.S. dollars, except operating days and TCE income per operating day)	Year Ended December 31, 2023	2022	2021
Revenue (Hafnia Vessels and TC Vessels)	**$1,915,472**	**$1,926,551**	**$ 700,405**
Less: Voyage expenses (Hafnia Vessels and TC Vessels)	(548,865)	(579,855)	(297,470)
TCE income	**1,366,607**	**1,346,696**	**402,935**
Operating days	42,276	44,475	33,188
TCE income per operating day	**$ 32,326**	**$ 30,280**	**$ 12,141**

'TCE income' as used by management is therefore only illustrative of the performance of the Hafnia Vessels and the TC Vessels; not the External Vessels in our Pools.

In certain of management's analyses below, we use the term "TCE income (voyage charter)". We define TCE income (voyage charter) as revenue (Hafnia Vessels and TC vessels) from voyage charter (including income from Hafnia Vessels and TC Vessels trading in the Pools as described above) less voyage expenses (Hafnia Vessels and TC Vessels) relating to voyage charter. "TCE income (voyage charter)" differs from "TCE income" by excluding revenue and voyage expenses, if any, relating to time charters.

For the avoidance of doubt, in all instances where we use the term "TCE income" and it is not succeeded by "(voyage charter)", we are referring to TCE income from revenue and voyage expenses related to both voyage charter and time charter.

Important Financial and Operational Terms and Concepts

We use a variety of financial and operational terms and concepts. These include the following:

Revenue. Revenue primarily includes revenues from time charters, external pool revenues and voyage charters (in the spot market). Revenue is affected by hire/freight rates and the number of days a vessel operates.

Revenue is also affected by the mix of business between vessels on time charter, vessels in pools and vessels operating on voyage charter outside the pools. Revenue from vessels in pools and on voyage charter is more volatile than revenue from vessels on long-term time charters, as freight rates for vessels in pools and on voyage charter are typically tied to prevailing market rates. Revenue also includes demurrage revenue, which is the compensation for the additional time incurred for the loading and discharging of vessels in breach of the contractual terms of the voyage charter contracts regarding the amount of time available for such loading and discharging.

We distinguish between revenue from Hafnia Vessels and TC Vessels and revenue from external vessels in disponent-owner pools.

Voyage charters. Voyage charters, or spot charters, are charters under which the customer pays a transportation charge for the movement of a specific cargo between two or more specified ports. We pay all of the voyage expenses under these charters.

Voyage expenses. Voyage expenses primarily include bunker expenses, port expenses and other voyage expenses such as canal tolls, cargo handling operations, brokerage commissions and pool allocated profit sharing adjustment (pool allocation). Under a voyage charter, we pay all voyage expenses. These expenses are subtracted from voyage charter revenues to calculate TCE income.

We distinguish between voyage expenses relating to our Hafnia Vessels and TC Vessels and voyage expenses relating to external vessels in the disponent-owner pools.

Vessel operating expenses. For our Hafnia Vessels, we are responsible for vessel operating expenses. For TC Vessels, the owner is responsible for vessel operating expenses. Vessel operating expenses include crewing, repairs and maintenance, and insurance as well as other items such as spares and consumable stores, lube oils and communication. The three largest components of our vessel operating expenses are crewing, repairs and maintenance and insurance expenses. Expenses for repairs and maintenance tend to fluctuate from period to period because most repairs and maintenance typically occur during periodic drydocking. Please read "*Drydocking*" below. We expect these expenses to increase as our fleet matures and to the extent that it expands.

Charter hire expense. Charter hire is the amount that we pay, or which is payable to the owners for time chartered-in vessels for leases which are less than 12 months, as well as non-lease components of time charter contracts with lease terms longer than 12 months. Time charters are usually entered into for a fixed period of time and the charter hire will usually be at rates that are fixed, but may contain a variable component based on inflation, interest rates, or current market rates. Time or bareboat chartered-in vessels (but not sale and lease-back financed vessels) are accounted for pursuant to IFRS 16 – *Leases*, and are thus initially recognised on the balance sheet as right-of-use assets and lease liabilities without directly taking up the expenses under charter hire expense (if necessary under time charters) and subsequently recognised on the profit and loss statement.

The responsibility for vessel operating expenses for the different types of charter agreements is as follows:

- ***Time chartered-in vessels.*** The vessel's owner is responsible for the vessel operating expenses.
- ***Bareboat chartered-in vessels.*** The charterer is responsible for the vessel operating expenses.

We only have bareboat chartered-in vessels as a part of our sale and lease-back arrangements. These are accounted for as lease liabilities (sale and lease-back arrangements accounted for as financing transactions) and not pursuant to IFRS 16 – *Leases.*

Drydocking. We periodically drydock each of our Hafnia Vessels for inspection, repairs and maintenance, and any modifications to comply with industry certification or governmental requirements. Generally, each vessel is drydocked every 30 months to 60 months. Please read "*Item 4. Information on the Company – Business Overview – Classification Societies*" for additional information about the surveys our vessels are subject to. We capitalise all costs incurred during drydocking and amortise those costs on a straight-line basis from the completion of a drydocking to

the estimated completion of the next drydocking. We immediately expense costs for routine repairs and maintenance that do not improve or extend the useful lives of the assets. The number of drydockings undertaken in a given period and the nature of the work performed determine the level of drydocking expenditures.

Depreciation. Depreciation expense typically consists of:

- charges related to the depreciation of the historical cost of our Hafnia Vessels (less an estimated residual value) over the estimated useful lives of the vessels;
- charges related to the depreciation of our right of use assets (accounted for under IFRS 16 – *Leases*) which is based upon the straight-line depreciation of the right of use asset over the life of the lease or the useful life of the asset, if a purchase obligation exists or a purchase option is reasonably certain to be exercised; and
- charges related to the amortization of drydocking expenditures over the estimated number of years to the next scheduled drydocking.

External Vessels. Vessels, other than Hafnia Vessels and TC Vessels, employed in one of the Pools.

Operating days. Operating days are defined as the total number of days (including waiting time) in a period during which each vessel is owned, partly owned, operated under a bareboat arrangement (including sale and lease-back) or time chartered-in, net of technical off-hire days. Total operating days stated in this Registration Statement and in our financial statements include operating days for TC Vessels. We use operating days to measure the number of days in a period which our Hafnia Vessels and TC Vessels actually generate or are capable of generating revenue. We do not count operating days for JV Vessels when calculating our total number of operating days.

Pool distributions. Pool distributions are distribution to the owners of external vessels in the disponent-owner pools.

Items You Should Consider When Evaluating Our Results

You should consider the following factors when evaluating our historical financial performance and assessing our future prospects:

Our revenue is affected by cyclicity in the tanker markets. The cyclical nature of the tanker industry causes significant increases or decreases in the revenue we earn from our Hafnia Vessels and TC Vessels, particularly those vessels we trade in the spot market or in spot market-oriented pools. We employ a chartering strategy to capture upside opportunities in the spot market while using fixed-rate time charters to reduce downside risks, depending on our outlook for freight rates, oil tanker market conditions and global economic conditions. Historically, the tanker industry has been cyclical, experiencing volatility in profitability due to changes in the supply of, and demand for, tanker capacity. The supply of tanker capacity is influenced by the number and size of new vessels built, vessels scrapped, converted, and lost, the number of vessels that are out of service, and regulations that may effectively cause early obsolescence of tonnage. The demand for tanker capacity is influenced by, among other factors:

- global and regional economic and political conditions;
- increases and decreases in production of and demand for crude oil and refined petroleum products;
- increases and decreases in OPEC oil production quotas;
- the distance crude oil and refined petroleum products need to be transported by sea; and
- developments in international trade and changes in seaborne and other transportation patterns.

Tanker rates also fluctuate based on seasonal variations in demand. Tanker markets are typically stronger in the winter months as a result of increased oil consumption and weather delays in the northern hemisphere but weaker in the summer months as a result of lower oil consumption in the northern hemisphere and refinery maintenance that is typically conducted in the summer months. In addition, unpredictable weather patterns during the winter months in the northern hemisphere tend to disrupt vessel routing and scheduling. The oil price volatility resulting from these factors has historically led to increased oil trading activities in the winter months. As a result, revenues generated by our Hafnia Vessels and TC Vessels have historically been weaker during the quarters ended June 30 and September 30, and stronger in the quarters ended March 31 and December 31.

In addition to the above, we face a number of risks associated with our industry and must overcome a variety of challenges to use our competitive strengths in order to profitably implement our business strategy. These risks include, among other things and in addition to the cyclical and seasonal variations in demand mentioned above, our dependence on spot market voyage charters, fluctuating charter values, increases in fuel prices, changing economic, political and governmental conditions affecting our industry and business, international sanctions, embargoes, import and export restrictions, nationalizations and wars, material changes in laws and regulations, full performance by counterparties, particularly charterers, maintaining customer relationships, delay in deliveries or non-deliveries from shipyards, piracy, maintaining sufficient liquidity, financing availability and management turnover. See "*Item 3. Key Information – D. Risk Factors*" for detailed description of the risks we are exposed to.

A. Operating Results

At the date of this Registration Statement, we operate our Hafnia Vessels and TC Vessels in four different main segments: LR2, LR1, MR, and Handy. See the below table for an overview of the main segments in which we have operated in 2021-2023 and of the main segment in which our joint ventures operate.

		Hafnia Vessels and TC Vessels for the year ended December 31,			JV Vessels	
Segment	March 27, 2024	2023	2022	2021	Vista Joint Venture	Andromeda Joint Venture
LR2	•	•	•	•	•(3)	
LR1	•	•	•	•	•(3)	
MR(1)	•	•	•	•		•(4)
Handy(2)	•	•	•	•		
Stainless			•			
Specialised		•				

(1) In 2022, we had split the MR segment into an MR segment and a "Chemical-MR" segment. These are now both considered part of the MR segment.

(2) In 2022, we had split the Handy segment into a Handy segment and a "Chemical-Handy" segment. These are now both considered part of the Handy segment.

(3) Our Vista Joint Venture currently operates in the LR2 and LR1 segments. The Vista Joint Venture entered the LR2 segment in 2023 and operated in the LR1 segment in 2021, 2022 and 2023.

(4) Our Andromeda Joint Venture currently operates in the MR segment and has operated in the MR segment in 2021, 2022 and 2023.

The below tables have been provided at a group level and the analysis has been broken out into segments where the movements are material.

The information below should be read in conjunction with our audited consolidated financial statements for the years ended December 31, 2023, 2022 and 2021. Some of the information contained in this section, including information about our plans and strategies for our business and our expected sources of financing, contains forward-looking statements that involve risks and uncertainties. Please read "*Item 3. Key Information – D. Risk Factors*" for information on certain factors that may have a material adverse effect on our future performance, results of operations, cash flows and financial position.

We operate in a global industry where, among other things, freight rates are denominated and settled in U.S. dollars and a majority of our cost base is denominated and settled in U.S. dollars. Consequently, our financial reporting is in U.S. dollars.

Results of operations for the year ended December 31, 2023 compared to the year ended December 31, 2022

In thousands of U.S. dollars	For the year ended December 31 2023	2022	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Revenue (Hafnia Vessels and TC Vessels)	**$1,915,472**	**$1,926,551**	**$(11,079)**	**(1%)**
Revenue (External Vessels in Disponent-Owner Pools)	756,234	N/A[1]	N/A	N/A
Voyage expenses (Hafnia Vessels and TC Vessels)	(548,865)	(579,855)	30,990	5%
Voyage expenses (External Vessels in Disponent-Owner Pools)	(279,749)	N/A[1]	N/A	N/A
Pool distributions for External Vessels in Disponent-Owner Pools	(476,485)	N/A[1]	N/A	N/A
	1,366,607	**1,346,696**	**19,911**	**1%**
Other operating income	44,984	40,461	4,523	11%
Vessel operating expenses	(268,869)	(263,903)	(4,966)	(2%)
Technical management expenses	(25,692)	(23,627)	(2,065)	(9%)
Charter hire expenses	(34,571)	(33,154)	(1,417)	(4%)
Other expenses	(69,571)	(59,524)	(10,047)	(17%)
	1,012,888	**1,006,949**	**5,939**	**1%**
Gain on disposal of assets	56,087	25,483	30,604	120%
Depreciation charge of property, plant and equipment	(209,727)	(207,989)	(1,738)	(1%)
Amortization charge of intangible assets	(1,300)	(1,230)	(70)	(6%)
Operating profit	**$ 857,948**	**$ 823,213**	**$ 34,735**	**4%**
Interest income	17,629	6,977	10,652	153%
Interest expense	(77,385)	(91,094)	13,709	15%
Capitalised financing fees written off	(5,894)	(2,465)	(3,429)	(139%)
Other finance expense	(11,845)	(2,516)	(9,329)	(371%)
Finance expense - net	**(77,495)**	**(89,098)**	**11,603**	**13%**
Share of profit of equity-accounted investees, net of tax	19,073	24,152	(5,079)	(21%)
Profit before income tax	**$ 799,526**	**$ 758,267**	**$ 41,259**	**5%**
Income tax expense	(6,251)	(6,678)	427	6%
Profit for the financial year	**$ 793,275**	**$ 751,589**	**$ 41,686**	**6%**
Other comprehensive (loss)/income[2]	(19,518)	68,174	(87,692)	(129%)
Total comprehensive income	**$ 773,757**	**$ 819,763**	**$(46,006)**	**(6%)**

(1) We did not have any disponent-owner pool arrangements in 2022 and therefore had no revenue, voyage expenses or pool distributions attributable to external vessels in disponent-owner pools in 2022.

(2) Other comprehensive (loss)/income includes foreign currency translation differences and fair value changes on the effective portion of cash flow hedges net of any reclassifications to profit or loss, and net changes in the fair value of equity investments held at fair value through other comprehensive income.

Profit for the financial year. Profit for the financial year ended December 31, 2023 was $793.3 million, an increase of $41.7 million, or 6%, from a profit of $751.6 million for the financial year ended December 31, 2022. The differences between the two periods are discussed below.

Revenue. Revenue from our Hafnia Vessels and TC Vessels for the year ended December 31, 2023 was $1,915.5 million, a decrease of $11.1 million, or 1%, from revenue of $1,926.6 million for the year ended December 31, 2022. TCE income (a non-IFRS measure) per day increased to $32,301 per day for the year ended December 31, 2023 from $30,280 per day for the year ended December 31, 2022. The decrease in revenue is discussed below by reportable segment.

The following is a calculation of our TCE income:

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2023**	**2022**	**favourable / (unfavourable)**	
Revenue (Hafnia Vessels and TC Vessels)	$1,915,472	$1,926,551	$(11,079)	(1%)
Revenue (External Vessels in Disponent-Owner Pools[1])	756,234	N/A[2]	N/A[2]	N/A[2]
Voyage expenses (Hafnia Vessels and TC Vessels)	(548,865)	(579,855)	30,990	5%
Voyage expenses (External Vessels in Disponent-Owner Pools)	(279,749)	N/A[2]	N/A[2]	N/A[2]
Pool distributions (External Vessels in Disponent-Owner Pools)	(476,485)	N/A[2]	N/A[2]	N/A[2]
TCE income	**$1,366,607**	**$1,346,696**	**$ 19,911**	**1%**

(1) External Vessels in Disponent-Owner Pools means vessels that are commercially managed by us in disponent-owner pool arrangements and which are not Hafnia Vessels or TC Vessels.

(2) We did not have any disponent-owner pool arrangements in 2022 and therefore had no revenue, voyage expenses or pool distributions attributable to external vessels in disponent-owner pools in 2022.

In 2023, we changed certain of our Pools from an agent-to-owner model to a disponent-owner model. We refer to such Pools as "Disponent-Owner Pools". In 2023, our LR2 Pool, LR1 Pool, MR Pool and Handy Pool were Disponent-Owner Pools. For External Vessels in our Disponent-Owner Pools, we recognise revenue, voyage expenses and pool distributions. Recognising Revenue (External Vessels in Disponent-Owner Pools) and voyage expenses (External Vessels in Disponent-Owner Pools) does not affect our profit for the financial year as the net of those two amounts is distributed to the pool participants as pool distributions.

In the following discussions and analysis of our results of operation for the year ended December 31, 2023 compared to the year ended December 31, 2022, any references to 'revenue' and 'voyage expenses' are references to revenue and voyage expenses relating to the Hafnia Vessels and TC Vessels unless otherwise indicated.

The following is a summary of our consolidated revenue by revenue type, in addition to a reconciliation of voyage expenses, TCE income, TCE income per day and total operating days.

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2023**	**2022**	**favourable / (unfavourable)**	
Disaggregation of revenue by revenue type				
Revenue from time charter	$ 134,436	$ 73,824	$ 60,612	81%
Revenue from voyage charter	1,781,036	1,852,727	(71,691)	(4%)

Revenue from time charter. Revenue from time charter for the year ended December 31, 2023 was $134.4 million, an increase of $60.6 million or 81% from $73.8 million for the year ended December 31, 2022. The increase in revenue from time charters was mainly due to eight MR vessels being moved out of the Pools and placed on time charter contracts during 2023.

During the year ended December 31, 2023, we employed 17 of our Hafnia Vessels, for a total of 5,207 operating days, on time charters outside the Pools. These time charters are summarised in the table below:

Vessel	Vessel type	Term	Commencement date
BW Neso	LR2	36+12 months	October 5, 2019
Hafnia Thalassa	LR2	36+12 months	November 16, 2019
Hafnia Triton	LR2	36+12 months	November 18, 2019
Hafnia Daisy	MR	60 months	October 16, 2021
Hafnia Lise	MR	61 months	September 28, 2021

Vessel	Vessel type	Term	Commencement date
Hafnia Pegasus	MR	12 months	September 28, 2022
Hafnia Precision	LR1	3+12 months	December 1, 2022
Hafnia Magellan	Handy	24+12+12 months	September 9, 2020
Hafnia Bering	Handy	12 months	October 11, 2022
Hafnia Cheetah	MR	24 months	February 21, 2023
BW Kestrel	MR	24 months	January 20, 2023
BW Merlin	MR	24 months	January 21, 2023
Hafnia Myna	MR	12 months	March 23, 2023
Hafnia Lene	MR	24 months	January 28, 2023
Hafnia Raven	MR	15 months	May 10, 2023
BW Falcon	MR	24 months	May 12, 2023
Hafnia Petrel	MR	24 months	October 14, 2023

Revenue from voyage charter. Revenue from voyage charter for the year ended December 31, 2023 was $1,781.0 million, a decrease of $71.7 million, or 4% from $1,852.7 million for the year ended December 31, 2022. Revenue from voyage charter includes revenue from those of our Hafnia Vessels and TC Vessels operating in the Pools. The decrease in revenue from voyage charters was mainly due to eight MR vessels being moved out of the Pools and placed on time charter contracts during 2023. Generally, global tanker markets saw favourable market conditions throughout 2023, where the industry continued to benefit from increased voyage lengths leading to a high degree of vessel utilization, all brought about by the shift in oil flows that were triggered by the war in Ukraine and subsequent sanctions regimes aimed at the Russian oil industry. With global markets gradually adjusting to the new reality, the war in Ukraine played a smaller role in daily trading dynamics, with more traditional elements such as seasonality and refinery maintenance seasons in various regions playing a more dominant role. The outcome was a market that saw somewhat less volatility across most segments related to the transportation of clean petroleum products.

Voyage expenses. Voyage expenses were $548.9 million for the year ended December 31, 2023, a decrease of $30.9 million, or 5%, from $579.9 million for the year ended December 31, 2022. This was, similarly to the decrease in voyage charter revenue, primarily driven by eight MR vessels being moved out of the Pools and placed on time charter contracts during 2023. Voyage expenses for the year ended December 31, 2023 consisted of fuel oil consumed amounting to $349.1 million, port costs amounting to $159.0 million, broker's commission expenses amounting to $26.5 million, other voyage-related expenses (including voyage-related insurance) amounting to $2.6 million and pool allocation of $11.7 million.

Disaggregation of revenue (Hafnia Vessels and TC Vessels), voyage expenses (Hafnia Vessels and TC Vessels) and TCE income by operating segment

The following is a summary of our consolidated revenue by operating segment, in addition to a reconciliation of voyage expenses, TCE income, TCE income per day and total operating days.

	For the year ended December 31,		Change	Percentage Change
In thousands of U.S. dollars except daily TCE income and operating days	2023	2022	favourable / (unfavourable)	
Disaggregation of revenue by operating segment:				
LR2	$ 111,164	$ 97,960	$ 13,204	13%
LR1	536,309	638,141	(101,832)	(16%)
MR	901,038	861,681	39,357	5%
Handy	364,814	299,160	65,654	22%
Stainless	(226)[1]	29,609	(29,835) [1]	(101%)[1]
Specialised	2,373	N/A[2]	N/A	N/A
Disaggregation of voyage expenses by operating segment:				
LR2	(30,339)	(24,526)	(5,813)	(24%)
LR1	(151,725)	(216,890)	65,165	30%
MR	(246,919)	(259,479)	12,560	5%
Handy	(118,772)	(77,722)	(41,050)	(53%)
Stainless	(36)[1]	(1,238)	1,202[1]	97%[1]
Specialised	(1,074)	N/A[2]	N/A	N/A

In thousands of U.S. dollars except daily TCE income and operating days	For the year ended December 31, 2023	For the year ended December 31, 2022	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Disaggregation of TCE income by operating segment:[3]				
LR2	80,825	73,434	7,391	10%
LR1	384,584	421,251	(36,667)	(9%)
MR	654,119	602,202	51,917	9%
Handy	246,042	221,438	24,604	11%
Stainless	(262)[1]	28,371	(28,633) [1]	(101%)[1]
Specialised	1,299	N/A[2]	N/A	N/A
Daily TCE income per operating segment in U.S dollars:[3][4]				
LR2	36,941	33,563	3,378	10%
LR1	36,749	35,826	923	2%
MR	31,382	30,237	1,145	4%
Handy	28,333	24,401	3,932	16%
Stainless	N/A[1]	18,446	N/A[1]	N/A[1]
Specialised	13,674	N/A[2]	N/A	N/A
Operating days per operating segment:[5]				
LR2	2,188	2,188	—	0%
LR1	10,465	11,758	(1,293)	(11%)
MR	20,844	19,916	928	5%
Handy	8,684	9,075	(391)	4%
Stainless	N/A[1]	1,538	N/A	N/A
Specialised	95	N/A[2]	N/A	N/A
Total operating days	**42,276**	**44,475**	**(2,199)**	**(5%)**

(1) We left the Stainless operating segment in 2022. For this reason, no revenue, voyage expenses and TCE income were reported for this segment in the year ended December 31, 2023, except for certain adjustments relating to prior year voyages.

(2) We entered the Specialised operating segment in 2023. For this reason, no revenue, voyage expenses and TCE income were reported for this segment in the year ended December 31, 2022.

(3) We report TCE income, a non-IFRS measure, because (i) we believe it provides additional meaningful information in conjunction with revenue and voyage expenses, the most directly comparable IFRS measures, (ii) it assists our management in making decisions regarding the deployment and use of our Hafnia Vessels and TC Vessels and in evaluating their financial performance, (iii) it is a standard shipping industry performance measure used primarily to compare period-to-period changes in a shipping company's performance irrespective of changes in the mix of charter types (time charters and voyage charters) under which the vessels may be employed between the periods, and (iv) we believe that it presents useful information to investors.

(4) This daily amount is calculated on the basis of unrounded amounts, not the rounded amounts in the above table.

(5) Total operating days include operating days for TC Vessels.

LR2 revenue. LR2 revenue for the year ended December 31, 2023 was $111.2 million, an increase of $13.2 million, or 13%, from $98.0 million for the year ended December 31, 2022. The increase in LR2 revenue was because during 2022, two LR2 vessels transited out of time charter-out agreements at fixed rates to benefit from the significantly improved spot market trading conditions. The improved spot market trading conditions persisted during 2023 and we were able to employ these two vessels on voyage charter contracts for the full year, thus contributing to the increase in revenue.

As a result of these factors, LR2 TCE income per day increased to $36,941 per day from $33,563 per day for the years ended December 31, 2023 and 2022, respectively.

LR2 operating days remained stable at 2,188 days for the years ended December 31, 2023 and 2022.

LR1 revenue. LR1 revenue for the year ended December 31, 2023 was $536.3 million, a decrease of $101.8 million, or 16%, from $638.1 million for the year ended December 31, 2022. This decrease was driven by the disposal of six LR1 vessels during 2023. The operating days of these six disposed vessels were 296 for the year ended December 31, 2023, a decrease of 1,620 days from 1,917 days for the year ended December 31, 2022. This was partially offset by the acquisition of a single LR1 vessel, Hafnia Pioneer. Hafnia Pioneer contributed 177 operating days during the year ended December 31, 2023. Consequently, although market conditions remained strong during 2023, fewer operating days were available thus leading to the decrease in revenue.

LR1 TCE income per day increased to $36,749 per day from $35,826 per day for the years ended December 31, 2023 and 2022, respectively, a testimony to a market that remained stable at elevated levels.

LR1 operating days decreased to 10,465 days from 11,758 days for the years ended December 31, 2023 and 2022, respectively. This decrease was driven mainly by the disposal of six LR1 vessels during 2023.

MR revenue. MR revenue for the year ended December 31, 2023 was $901.0 million, an increase of $39.4 million, or 5%, from $861.7 million for the year ended December 31, 2022. The increase in MR revenue was mainly driven by the acquisition of three MR vessels during 2023, contributing an additional 459 operating days. Furthermore, as the acquisition of six MR vessels in the CTI Transaction was completed during January 2022, we only operated these six MR vessels from February 2022 onwards, whereas we operated them for the full year during 2023 for an additional 184 operating days as compared to 2022.

MR TCE income per day increased to $31,382 per day from $30,237 per day for the years ended December 31, 2023 and 2022, respectively, which similarly to the trend observed in the LR1 segment, speaks to a market that from the end of 2022 onwards, remained stable when compared to the previous year.

MR operating days increased to 20,844 days from 19,916 days for the years ended December 31, 2023 and 2022, respectively.

Handy revenue. Handy revenue for the year ended December 31, 2023 was $364.8 million, an increase of $65.7 million, or 22%, from $299.2 million for the year ended December 31, 2022. This increase was mainly driven by the addition of 18 Handy vessels acquired in the CTI Transaction that had their first full year of trading within our fleet during 2023. Due to their chemical trading abilities, these vessels generated additional income well above that of a standard Handy size oil product tanker.

Handy TCE income per day increased to $28,333 per day from $24,401 per day for the years ended December 31, 2023 and 2022, respectively with the improvement largely driven by the increased tonnage as discussed in the previous paragraph.

Handy operating days decreased to 8,684 days from 9,075 days for the years ended December 31, 2023 and 2022, respectively, as a result of the disposal of six Handy vessels during 2022. The six disposed Handy vessels contributed 974 operating days during 2022. This decrease was partially offset by the acquisition of 18 Handy vessels in the CTI Transaction which was completed during January 2022. In 2022, we operated these 18 Handy vessels from February 2022 onwards, whereas we operated them for the full year during 2023 for an additional 548 days as compared to 2022.

Stainless revenue. We did not operate in the Stainless segment in the year ended December 31, 2023 as we divested all Stainless vessels in the year ended December 31, 2022. The legal completion of two of the Stainless vessels was completed in 2023, however for accounting purposes, all Stainless vessels were considered divested in 2022. Stainless revenue for the year ended December 31, 2022 was $29.6 million. TCE income per day for our Stainless vessels was $18,446 per day for the year ended December 31, 2022. Stainless operating days for the year ended December 31, 2022 was 1,538.

Specialised revenue. Specialised revenue for the year ended December 31, 2023 was $2.4 million. We did not operate Hafnia Vessels or TC Vessels in the Specialised segment in 2022 and entered this segment in 2023 as a result of the opportunistic time chartering-in of one Specialised vessel. We have redelivered this vessel to its owner in 2023 and as at the date of this Registration Statement no longer have Hafnia Vessels or TC Vessels operating in the Specialised segment.

TCE income per day for our Specialised vessel was $13,674 per day for the year ended December 31, 2023. Specialised operating days for the year ended December 31, 2023 was 95.

Other operating income. Other operating income, which mainly consists of pool and bunker management fees, for the year ended December 31, 2023 was $45.0 million, an increase of $4.5 million or 11% from $40.5 million for the year ended December 31, 2022. This increase was in line with the slight improvement in market conditions as the pool manager earns commissions based on a percentage of TCE income for the JV Vessels and Pool Vessels managed in the Pools and higher bunker management fee for increased bunker volumes.

Vessel operating expenses and technical management expenses. Vessel operating expenses for the year ended December 31, 2023 was $268.9 million, an increase of $5.0 million or 2%, from $263.9 million for the year ended December 31, 2022. Vessel operating expenses include crewing, repairs and maintenance, and insurance as well as other expenses relating to the operation of our Hafnia Vessels.

Technical management expenses for the year ended December 31, 2023 was $25.7 million, an increase of $2.1 million or 9% from $23.6 million for the year ended December 31, 2022. Technical management expenses consist of general and administrative costs for the internal technical team and the management fee charged by external technical managers.

Calendar days (excluding TC Vessels) decreased from 40,424 to 37,958 for the years ended December 31, 2022 and 2023, respectively.

The following table is a summary of our vessel operating expenses and technical management expenses by operating segment:

In thousands of U.S. dollars except total vessel operating expenses per calendar day, technical management expenses per calendar day and calendar days	For the year ended December 31, 2023	For the year ended December 31, 2022	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Vessel operating expenses	**$268,869**	**$263,903**	**$ (4,966)**	**(2%)**
Disaggregation of vessel operating expenses by operating segment:				
LR2	15,267	15,022	(245)	(2%)
LR1	66,884	70,719	3,834	5%
MR	125,393	110,483	(14,910)	(13%)
Handy	61,211	58,017	(3,194)	(6%)
Stainless	109[1]	9,662	9,553[1]	99%[1]
Specialised	5	N/A[2]	N/A	N/A
Vessel operating expenses per calendar day in U.S. dollars:[3]				
LR2	6,971	6,859	(112)	(2%)
LR1	7,126	6,796	(330)	(5%)
MR	7,116	6,511	(605)	(9%)
Handy	6,988	6,271	(717)	(11%)
Stainless	N/A[1]	6,012	N/A	N/A
Specialised	—	N/A[2]	N/A	N/A
Consolidated vessel operating expenses per calendar day:	**7,083**	**6,528**	**(555)**	**(9%)**
Technical management expenses	**$ 25,692**	**$ 23,627**	**$ (2,065)**	**(9%)**
Disaggregation of technical management expenses by operating segment:				
LR2	1,656	1,296	(360)	(28%)
LR1	7,109	6,230	(879)	(14%)
MR	11,711	9,510	(2,201)	(23%)
Handy	5,216	5,742	524	9%
Stainless	—[1]	849	849[1]	100%[1]
Specialised	N/A[2]	N/A[2]	N/A	N/A
Technical management expenses per calendar day in U.S. dollars:[3]				
LR2	756	592	(164)	(28%)
LR1	757	599	(158)	(26%)
MR	665	560	(105)	(19%)
Handy	595	621	24	4%
Stainless	N/A[1]	528	N/A	N/A
Specialised	N/A[2]	N/A[2]	N/A	N/A
Consolidated technical management expenses per calendar day:	**677**	**584**	**(93)**	**(16%)**

In thousands of U.S. dollars except total vessel operating expenses per calendar day, technical management expenses per calendar day and calendar days	For the year ended December 31, 2023	For the year ended December 31, 2022	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Calendar days by operating segment[4]				
LR2	2,190	2,190	—	—
LR1	9,386	10,406	(1,020)	(10%)
MR	17,622	16,969	653	4%
Handy	8,760	9,252	(492)	5%
Stainless	N/A[1]	1,607	N/A	N/A
Specialised	—	N/A[2]	N/A	N/A
Total calendar days	**37,958**	**40,424**	**(2,466)**	**(6%)**

(1) We left the Stainless operating segment in 2022. For this reason, no vessel operating expenses or technical management expenses were reported for this segment in the year ended December 31, 2023.

(2) We entered the Specialised operating segment in 2023. For this reason, no vessel operating expenses or technical management expenses were reported for this segment in the year ended December 31, 2022.

(3) This daily amount is calculated on the basis of unrounded amounts, not the rounded amounts in the above table.

(4) Total calendars days exclude calendars days for TC Vessels.

The average vessel operating expenses per day increased to $7,083 per day for the year ended December 31, 2023 from the average of $6,528 per day for the year ended December 31, 2022. Vessel operating expenses per day increased across all vessel classes, with the largest increases affecting the MR and Handy segments.

Vessel operating expenses and technical management expenses by operating segment are discussed below.

LR2 vessel operating expenses and technical management expenses. Vessel operating expenses for our LR2 segment was $15.3 million for the year ended December 31, 2023, an increase of $0.3 million, or 2%, from $15.0 million for the year ended December 31, 2022. Calendar days (excluding TC Vessels) for LR2 vessels remained stable at 2,190 days for the years ended December 31, 2023 and 2022. LR2 vessel operating expenses per day increased to $6,971 per day from $6,859 per day for the years ended December 31, 2023 and 2022, respectively. This increase was the result of general inflationary pressures, which drove up the crew mustering and victualing costs and the prices of stores and spares.

Technical management expenses for our LR2 segment were $1.7 million for the year ended December 31, 2023, an increase of $0.4 million or 28% from $1.3 million for the year ended December 31, 2022. LR2 technical management expenses per day increased to $756 per day from $592 per day for the years ended December 31, 2023 and 2022, respectively. This increase was the result of the expansion of the internal technical team due to increased operation during 2022 but the full impact was shown in 2023.

LR1 vessel operating expenses and technical management expenses. Vessel operating expenses for our LR1 segment for the year ended December 31, 2023 was $66.9 million, a decrease of $3.8 million, or 5%, from $70.7 million for the year ended December 31, 2022. Calendar days (excluding TC Vessels) for LR1 vessels decreased to 9,386 from 10,406 days for the years ended December 31, 2023 and 2022, respectively, due to the sales of six LR1 vessels. LR1 vessel operating expenses per day increased to $7,126 per day for the year ended December 31, 2023 from $6,796 per day for the year ended December 31, 2022, mainly due to the write-off of insurance claim balance and handover related cost for the sales of six LR1 vessels.

Technical management expenses for our LR1 segment was $7.1 million for the year ended December 31, 2023, an increase of $0.9 million or 14% from $6.2 million for the year ended December 31, 2022. LR1 technical management expenses per day increased to $757 per day from $599 per day for the years ended December 31, 2023 and 2022, respectively. This increase resulted from the expansion of the internal technical team due to increased operation during 2022 but the full impact was shown in 2023.

MR vessel operating expenses and technical management expenses. Vessel operating expenses for our MR segment were $125.4 million for the year ended December 31, 2023, an increase of $14.9 million, or 13%, from $110.5 million for the year ended December 31, 2022. Calendar days (excluding TC Vessels) for MR vessels increased to 17,622 days from 16,969 days for the years ended December 31, 2023 and 2022, respectively, which

resulted from the acquisition of three MR vessels. MR vessel operating expenses per day increased to $7,116 per day from $6,511 per day, for the years ended December 31, 2023 and 2022, respectively. This increase was mainly the result of the under-estimated repairs and overhaul needed due to worn-out system conditions on certain MR vessels, and the change of technical managers which resulted in additional handover and takeover-related costs.

Technical management expenses for our MR segment were $11.7 million for the year ended December 31, 2023, an increase of $2.2 million or 23% from $9.5 million for the year ended December 31, 2022. MR technical management expenses per day increased to $665 per day from $560 per day for the years ended December 31, 2023 and 2022, respectively. This increase resulted from the expansion of the internal technical team due to increased operation during 2022 but the full impact was shown in 2023.

Handy vessel operating expenses and technical management expenses. Vessel operating expenses for our Handy segment were $61.2 million for the year ended December 31, 2023, an increase of $3.2 million, or 6%, from $58.0 million for the year ended December 31, 2022. Calendar days (excluding TC Vessels) for Handy vessels decreased to 8,760 days from 9,252 days for the years ended December 31, 2023 and 2022, respectively, which was the result of the divestment of six Handy vessels during the year ended December 31, 2022. Handy vessel operating expenses per day increased to $6,988 per day for the year ended December 31, 2023 from $6,271 per day for the year ended December 31, 2022. This increase was mainly the result of extra crew-related costs due to trading demands and the under-estimated repairs and overhaul needed due to worn-out system conditions on certain Handy vessels.

Technical management expenses for our Handy segment were $5.2 million for the year ended December 31, 2023, a decrease of $0.5 million or 9% from $5.7 million for the year ended December 31, 2022. Handy technical management expenses per day decreased to $595 per day from $621 per day for the years ended December 31, 2023 and 2022, respectively. This decrease was the result of the divestment of six Handy vessels in 2022.

Stainless vessel operating expenses and technical management expenses. We did not operate in the Stainless segment in the year ended December 31, 2023 as we divested all Stainless vessels in the year ended December 31, 2022. For accounting purposes, all eight vessels were considered divested in 2022, but the legal completion of two of the divestments occurred in 2023. Vessel operating expenses for our Stainless segment were $9.7 million for the year ended December 31, 2022.

Calendar days (excluding TC Vessels) for Stainless vessels were 1,607 days for the year ended December 31, 2022. Stainless vessel operating expenses per day was $6,012 per day for the year ended December 31, 2022.

Technical management expenses for our Stainless segment were $0.8 million for the year ended December 31, 2022. Stainless technical management expenses per day was $528 per day for the year ended December 31, 2022.

Specialised vessel operating expenses and technical management expenses. We did not operate Hafnia Vessels or TC Vessels in the Specialised segment in the year ended December 31, 2022 and entered this segment in the year ended December 31, 2023 as a result of time chartering-in one Specialised vessel. We redelivered this vessel to its owner in 2023 and as at the date of this Registration Statement no longer operate in the Specialised segment. During the year ended December 31, 2023, our only vessel operating expenses relating to the Specialised vessel was $0.005 million relating to insurance of the vessel.

We did not incur any technical management expenses for our Specialised segment in the financial year ended December 31, 2023, as this vessel was time chartered-in, which entails that we were not responsible for the technical management of the vessel.

Charter hire expenses. Charter hire expenses were $34.6 million for the year ended December 31, 2023, an increase of $1.4 million or 4%, from $33.2 million for the year ended December 31, 2022. The increase was because we started to time charter-in one MR vessel, Challenge Procyon, and one Specialised vessel, Saturn, during the year. This increase was partially offset by two time charter-in contracts that ended during 2022. The time charter-in contracts that expired during 2022 would cause charter hire expense to be comparatively lower in 2023.

Other expenses. Other expenses were $69.6 million for the year ended December 31, 2023, an increase of $10.1 million or 17%, from $59.5 million for the year ended December 31, 2022. The change was primarily driven by an increase in employee benefits expense due to an increase in headcount to support the increased business activities especially due to the significant acquisitions and fleet expansion during 2022.

Gain on disposal of assets. Gain on disposal of assets was $56.1 million for the year ended December 31, 2023, an increase of $30.6 million or 120% from a gain of $25.5 million for the year ended December 31, 2022. During the year ended December 31, 2023, we divested six LR1 vessels. Gains increased on the back of rising fair market values of vessels. The average fair market values of our LR1 vessels as December 31, 2023 increased by 8.7% as compared to average fair market values as at December 31, 2022.

Depreciation charge of property, plant and equipment. The total depreciation charge was $209.7 million for the year ended December 31, 2023. The depreciation charge for the year ended December 31, 2023 comprised $135.4 million on vessels, $28.8 million on drydocking and scrubbers, $45.2 million on right-of-use assets — vessels and $0.3 million of other depreciations. This was an increase of $1.7 million, or 1% from $208.0 million for the year ended December 31, 2022. The depreciation charge for the year ended December 31, 2022 comprised $133.1 million on vessels, $29.3 million on drydocking and scrubber and $45.5 million on right-of-use assets — vessels and $0.1 million of other depreciations. This increase was primarily related to the acquisition of vessels and our ongoing fleet renewal strategy.

Amortisation charge of intangible assets. The amortisation charge was $1.3 million for the year ended December 31, 2023, an increase of $0.1 million or 6% from $1.2 million for the year ended December 31, 2022. This increase was due to additions to intangible assets.

Interest income. Interest income was $17.6 million for the year ended December 31, 2023, an increase of $10.7 million, or 153%, from $7.0 million for the year ended December 31, 2022. This increase was due to an increase in interest income earned on bank balances which was driven by increased average cash balances placed in fixed deposits, compounded by the effect of rising interest rates.

Interest expense. Interest expense was $77.4 million for the year ended December 31, 2023, a decrease of $13.7 million, or 15%, from $91.1 million for the year ended December 31, 2022.

The decrease in financial expenses during the year ended December 31, 2023 when compared to the year ended December 31, 2022 was primarily attributable to overall decrease in borrowings due to regular repayments as well as voluntary early repayments of bank borrowings and lease liabilities. This was partially offset by rising interest rates during 2023.

Capitalised financing fees written off. Capitalised financing fees written off was $5.9 million for the year ended December 31, 2023, an increase of $3.4 million or 139 % from $2.5 million for the year ended December 31, 2022.

- 2023 write-off of capitalised financing fees amounting to $1.9 million arising from the extinguishment of debt relating to the $473m facility, $374m facility and $216m facility, and another $4.0 million arising from the extinguishment of debt and refinancing of certain sale and lease-back liabilities.
- 2022 write-off of capitalised financing fees amounting to $2.5 million arising from the extinguishment of debt attached to the Stainless vessels following their sale.

Other finance expense. Other finance expense was $11.8 million for the year ended December 31, 2023, an increase of $9.3 million, or 371%, from $2.5 million for the year ended December 31, 2022. These are generally non-routine items that occur when borrowings are extinguished or re-financed.

Other finance expense for the year ended December 31, 2023 consisted of foreign currency exchange loss of $0.8 million, borrowings undrawn commitment fees of $2.6 million, other financial expenses mainly consisting of loan admin fees, option fees of interest rate caps, fees relating to the exercise of purchase options for certain vessels acquired in the CTI Transaction amounting to $7.7 million and net realised losses on derivatives of $0.7 million mainly arising from interest rate caps which have matured during the year.

Other finance expense for the year ended December 31, 2022 consisted of foreign currency exchange loss of $0.2 million, borrowings undrawn commitment fees of $1.5 million and other financial expenses relating to loan admin fees and option fees of interest rate caps amounting to $1.9 million, partially offset by unrealised gains on derivatives of $1.1 million.

The increase in other finance expense for the year ended December 31, 2023 as compared to December 31, 2022 was primarily attributable to:

- Fees incurred for the exercise of purchase options for re-financing purposes of certain vessels previously financed under sale and leaseback arrangements.

Share of profit of equity-accounted investees, net of tax. Share of profit of equity accounted investees, net of tax, was $19.1 million, a decrease of $5.1 million or 21% from a share of profit of $24.2 million for the year ended December 31, 2022. This decrease was primarily arising from the Vista Joint Venture. There was a downward revision of pool points for all six of the LR1 vessels under the Vista Joint Venture which are placed in the LR1 Pool, thus reducing their pool earnings.

Other comprehensive (loss)/income. Other comprehensive income mainly consists of fair value changes of the effective portion of derivate financial instruments designated as hedging instruments under cash flow hedge accounting, net of any reclassifications to profit or loss as and when the hedged interest expense on the borrowings is recognised in profit or loss, and fair value changes of certain equity investments which are long term and strategic in nature and not held for the purpose of trading. Other comprehensive income for the year ended December 31, 2023 was $(19.5) million, which is a decrease of $87.7 million or 129% from $68.2 million for the year ended December 31, 2022. This decrease was mainly driven by change in the forecasted interest rate environment leading to a reduction in fair values of our interest rate swaps. This was partially offset by a fair value gain on an equity investment.

Results of operations for the year ended December 31, 2022 compared to the year ended December 31, 2021

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	2022	2021	favourable / (unfavourable)	
Revenue (Hafnia Vessels and TC Vessels)	**$1,926,551**	**$ 700,405**	**$1,226,146**	**175%**
Voyage expenses (Hafnia Vessels and TC Vessels)	(579,855)	(297,470)	(282,385)	(95%)
	1,346,696	**402,935**	**943,761**	**234%**
Other operating income	40,461	23,177	17,284	75%
Vessel operating expenses	(263,903)	(192,459)	(71,444)	(37%)
Technical management expenses	(23,627)	(16,014)	(7,613)	(48%)
Charter hire expenses	(33,154)	(22,903)	(10,251)	(45%)
Other expenses	(59,524)	(42,979)	(16,545)	(38%)
	$1,006,949	**$ 151,757**	**$ 855,192**	**564%**
Gain /(loss) on disposal of assets	25,483	(4,935)	30,418	616%
Depreciation charge of property, plant and equipment	(207,989)	(150,460)	(57,529)	(38%)
Amortisation charge of intangible assets	(1,230)	(1,219)	(11)	(1%)
Operating profit/(loss)	**$ 823,213**	**$ (4,857)**	**$ 828,070**	**17,049%**
Interest income	6,977	2,355	4,622	196%
Interest expense	(91,094)	(39,004)	(52,090)	(134%)
Capitalised financing fees written off	(2,465)	(4,496)	2,031	45%
Other finance expense	(2,516)	(3,333)	817	25%
Finance expense - net	(89,098)	(44,478)	(44,620)	(100%)
Share of profit/(loss) of equity-accounted investees, net of tax	24,152	(1,768)	25,920	1,466%
Profit/(loss) before income tax	**$ 758,267**	**$ (51,103)**	**$ 809,370**	**1,584%**
Income tax expense	(6,678)	(4,390)	(2,288)	(52%)
Profit/(loss) for the financial year	**$ 751,589**	**$ (55,493)**	**$ 807,082**	**1,454%**
Other comprehensive income[2]	68,174	16,320	51,854	318%
Total comprehensive income/(loss)	**$ 819,763**	**$ (39,173)**	**$ 858,936**	**2,193%**

(1) We did not have any disponent-owner pools in the financial years ended December 31, 2022 and 2021 and therefore did not record any Revenue (External Vessels in Disponent-Owner Pools), Voyage expenses (External Vessels in Disponent-Owner Pools) or Pool distributions (External Vessels in Disponent-Owner Pools).

(2) Other comprehensive income includes foreign currency translation differences, fair value gains on cash flow hedges and reclassifications to profit or loss.

Any references to 'revenue' and 'voyage expenses' in the below discussion of our results of operations for the financial year ended December 31, 2022 compared to the year ended December 31, 2021, therefore refers to revenue and voyage expenses relating to the Hafnia Vessels and TC Vessels.

Profit/(loss) for the financial year. Profit for the financial year ended December 31, 2022 was $751.6 million, an increase of $807.1 million, or 1,454%, from a loss of $55.5 million for the financial year ended December 31, 2021. The differences between the two periods are discussed below.

Revenue. Revenue for the year ended December 31, 2022 was $1,926.6 million, an increase of $1,226.1 million, or 175%, from revenue of $700.4 million for the year ended December 31, 2021. TCE income (a non-IFRS measure) per day increased to $30,280 per day for the year ended December 31, 2022 from $12,141 per day for the year ended December 31, 2021. The increase in revenue is discussed below by reportable segment.

The following is a summary of our consolidated revenue by revenue type, in addition to a reconciliation of voyage expenses, TCE income, TCE income per day and total operating days.

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	2022	2021	favourable / (unfavourable)	
Revenue from time charter	$ 73,824	$ 64,891	$ 8,933	14%
Revenue from voyage charter	1,852,727	635,514	1,217,213	192%
Revenue (total):	**$1,926,551**	**$ 700,405**	**$1,226,146**	**175%**
Voyage expenses	(579,855)	(297,470)	(282,385)	(95%)
TCE income	**$1,346,696**	**$ 402,935**	**$ 943,761**	**234%**

Revenue from time charter. Revenue from time charter for the year ended December 31, 2022 was $73.8 million, an increase of $8.9 million or 14% from $64.9 million for the year ended December 31, 2021.

During the year ended December 31, 2022, we employed 17 of our Hafnia Vessels, for a total of 3,602 operating days, on time charters outside the Pools. These time charters are summarised in the table below:

Vessel	Vessel type	Term	Commencement date
BW Neso	LR2	36+12 months	October 5, 2019
Hafnia Thalassa	LR2	36+12 months	November 16, 2019
Hafnia Triton	LR2	36+12 months	November 18, 2019
Hafnia Galatea	LR2	12 months	March 21, 2021
Hafnia Larissa	LR2	11 months	March 15, 2021
Hafnia Daisy	MR	60 months	October 16, 2021
Hafnia Lise	MR	61 months	September 28, 2021
Hafnia Pegasus	MR	12 months	September 28, 2022
Hafnia Precision	LR1	3+12 months	December 1, 2022
Hafnia Magellan	Handy	24+11 months	September 9, 2020
Hafnia Saiph	Stainless	6 months	January 27, 2022(1)
Hafnia Sceptrum	Stainless	6 months	January 27, 2022(1)
Hafnia Sirius	Stainless	6 months	January 27, 2022(1)
Hafnia Sol	Stainless	6+2 months	January 27, 2022(1)
Hafnia Viridian	MR	3 months(2)	January 27, 2022(1)
Hafnia Violette	MR	4 months(2)	January 27, 2022(1)
Hafnia Bering	Handy	12 months	October 11, 2022

(1) These vessels were acquired as a part of the CTI Fleet in the CTI Transaction. The CTI Transaction was completed on January 27, 2022; however, for accounting purposes we accounted for the acquisition by utilizing the carrying amounts as at January 31, 2022.

(2) These time charters commenced prior to the completion of the CTI Transaction and the contractual term was longer than six months; however, they were only on the time charters in question for three and four months respectively, after the completion of the CTI Transaction.

Revenue from voyage charter. Revenue from voyage charter for the year ended December 31, 2022 was $1,852.7 million, an increase of $1,217.2 million, or 192% from $635.5 million for the year ended December 31, 2021. Revenue from voyage charter includes revenue from those of our Hafnia Vessels and TC Vessels that operate in the Pools. The increase in revenue was due to stronger freight rates and bigger fleet size following our acquisition in 2022 of 44 tanker vessels. 2021 was one of the weakest years in history for crude and product

tankers alike. The widespread effects of COVID lockdowns during 2020 and 2021 had a profound impact on global oil demand which plummeted from in excess of 100 million barrels per day to just above 92 million barrels per day in the process. Global tanker demand followed suit and we as well as the industry as a whole saw earnings drop to the lowest levels on record. Entering 2022, the world was slowly starting to recover from COVID and so was oil as well as tanker demand. Furthermore, following the war between Russia and Ukraine, countries in the Western world soon started to introduce sanctions on Russian oil products. The sanctions imposed made it increasingly difficult for Russian oil to flow into the European Union as well as the United States. These regions were formerly the biggest importer, and Russian oil products now had to travel much further into destinations such as West Africa, South America and the Middle East, which directly resulted in a significant increase in tonne-mile demand. Simultaneously, the European Union needed to source replacement barrels from alternative suppliers, and with available capacity being found only in the Middle East and to a lesser extent in the United States and Asia, this translated into further tonne-mile gains. Tonne-mile improvements translate directly into increased tanker demand and coming from one of the weakest scenarios ever witnessed in 2021, 2022 provided some of the most favourable circumstances ever presented to the tanker industry.

Operating days per operating segment:	**Operating days for vessels employed on voyage charters for the year ended December 31, 2022**	**Operating days for vessels employed on voyage charters attributable to Hafnia Vessels and TC Vessels in Hafnia's fleet as at December 31, 2021 ("Existing Vessels")**	**Operating days for vessels employed on voyage charter attributable to vessels acquired during 2022 ("Newly Acquired Vessels")**	**Percentage of 2022 operating days for voyage charters attributable to Newly Acquired Vessels**	**Percentage increase of operating days for vessels employed on voyage charters**
LR2	953	953	—	N/A	N/A
LR1	11,552	8,632	2,920	25%	34%
MR	18,884	17,234	1,650	9%	10%
Handy	8,626	2,708	5,918	69%	219%
Stainless	740	—	740	N/A	N/A
Total	**40,755**	**29,527**	**11,228**	**28%**	**38%**

Please see below for a description of the revenue from voyage charters attributable to each of the Existing Vessels and Newly Acquired Vessels.

Existing Vessels

	For the year ended December 31		**Change**	**Percentage Change**
In thousands of U.S. dollars	**2022**	**2021**	**favourable / (unfavourable)**	
Disaggregation of voyage charter revenue by operating segment:				
LR2	$ 66,538	$ 5,580	$ 60,958	1,092%
LR1	450,374	220,864	229,510	104%
MR	767,429	325,310	442,119	136%
Handy	95,368	83,760	11,608	14%
Stainless	—	N/A	N/A	N/A
Total voyage charter revenue	**$1,379,709**	**$ 635,514**	**$ 744,195**	**117%**
Disaggregation of voyage charter related voyage expenses by operating segment:				
LR2	(24,526)	(3,331)	(21,195)	(636%)
LR1	(165,918)	(117,701)	(48,217)	(41%)
MR	(236,362)	(135,725)	(100,637)	(74%)
Handy	(29,508)	(40,713)	11,205	28%
Stainless	—	N/A	N/A	N/A
Total voyage charter related voyage expenses	**$ (456,314)**	**$(297,470)**	**$(158,844)**	**(53%)**
Disaggregation of TCE income (voyage charter) by operating segment:				
LR2	42,012	2,249	39,763	(1,768%)
LR1	284,456	103,163	181,293	(176%)
MR	531,067	189,585	341,482	(180%)
Handy	65,860	43,047	22,813	53%

In thousands of U.S. dollars	For the year ended December 31 2022	2021	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Stainless	—	N/A	N/A	N/A
Consolidated TCE income (voyage charter)	**$923,395**	**$338,044**	**$585,351**	**173%**
Daily TCE income (voyage charter) per operating segment in U.S dollars: (2)(3)				
LR2	44,083	16,534	27,549	167%
LR1	32,953	10,950	22,003	201%
MR	30,815	11,679	19,136	164%
Handy	24,320	9,907	14,412	145%
Stainless	—	N/A	N/A	N/A
Consolidated daily TCE income (voyage charter)	**$ 31,273**	**$ 11,218**	**$ 20,055**	**179%**
Voyage charter operating days per operating segment:				
LR2	953	136	817	601%
LR1	8,632	9,421	(789)	(8%)
MR	17,234	16,233	1,001	6%
Handy	2,708	4,345	(1,637)	(38%)
Stainless	—	N/A	N/A	N/A
Total voyage charter operating days	**29,527**	**30,135**	**(608)**	**(2%)**

The total voyage charter operating days for Existing Vessels for the year ended December 31, 2022 was 29,527, a decrease of 608 days, or 2%, from 30,135 days for the year ended December 31, 2021. The decrease was mainly due to decreases in the LR1 and Handy segments, as we divested four LR1 vessels and six Handy vessels during the year. The decrease was partially offset by an increase in voyage days in the LR2 and MR segments. In the LR2 segment, one LR2 vessel transited out of a time charter in December 2021, and another two LR2 vessels transited out of time charters during 2022 and these vessels therefore transited to be employed on voyage charter contracts. For the MR segment, we time chartered-in three MR vessels during the last quarter of 2021 and were able to operate them for the full year during 2022.

Despite the overall decrease in voyage charter operating days of the Existing Fleet, freight rates increased across all segments during 2022, as evidenced by the increase in daily TCE income (voyage charter). The consolidated daily TCE income (voyage charter) across all segments for the year ended December 31, 2022 was $31,273 per day, an increase of $20,055 per day, or 179%, from $11,218 per day for the year ended December 31, 2021.

Newly Acquired Vessels

In thousands of U.S. dollars	For the year ended December 31 2022	2021	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Disaggregation of voyage charter revenue by operating segment:				
LR2	N/A	N/A	N/A	N/A
LR1	$185,061	N/A	N/A	N/A
MR	76,293	N/A	N/A	N/A
Handy	195,662	N/A	N/A	N/A
Stainless	16,002	N/A	N/A	N/A
Total voyage charter revenue	$473,018	N/A	N/A	N/A
Disaggregation of voyage charter related voyage expenses by operating segment:				
LR2	N/A	N/A	N/A	N/A
LR1	(50,972)	N/A	N/A	N/A
MR	(23,117)	N/A	N/A	N/A
Handy	(48,214)	N/A	N/A	N/A

In thousands of U.S. dollars	For the year ended December 31 2022	2021	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Stainless	(1,238)	N/A	N/A	N/A
Total voyage charter related voyage expenses	$(123,541)	N/A	N/A	N/A
Disaggregation of TCE income (voyage charter) by operating segment:				
LR2	N/A	N/A	N/A	N/A
LR1	134,089	N/A	N/A	N/A
MR	53,176	N/A	N/A	N/A
Handy	147,448	N/A	N/A	N/A
Stainless	14,764	N/A	N/A	N/A
Consolidated TCE income (voyage charter)	$ 349,477	N/A	N/A	N/A
Daily TCE income (voyage charter) per operating segment in U.S dollars: (2)(3)				
LR2	N/A	N/A	N/A	N/A
LR1	45,921	N/A	N/A	N/A
MR	32,228	N/A	N/A	N/A
Handy	24,915	N/A	N/A	N/A
Stainless	19,951	N/A	N/A	N/A
Consolidated daily TCE income (voyage charter)	$ 31,126	N/A	N/A	N/A
Voyage charter operating days per operating segment:				
LR2	N/A	N/A	N/A	N/A
LR1	2,920	N/A	N/A	N/A
MR	1,650	N/A	N/A	N/A
Handy	5,918	N/A	N/A	N/A
Stainless	740	N/A	N/A	N/A
Total voyage charter operating days	11,228	N/A	N/A	N/A

The 44 tanker vessels we acquired in 2022 contributed an additional 11,228 operating days or capacity which were available to be employed on voyage charters to take advantage of the favourable freight rates during 2022. These additional operating days constituted 28% of the total operating days of vessels which were employed on voyage charters, or an increase of 38% over the voyage charter operating days of the existing fleet.

Compounded by the effect of favourable freight rates during 2022, the Newly Acquired Vessels contributed $473.0 million of voyage charter revenue which is 26% of the total $1,852.7 million revenue from voyage charters for the year ended December 31, 2022.

Voyage expenses. Voyage expenses were $579.9 million for the year ended December 31, 2022, an increase of $282.4 million, or 95%, from $297.5 million for the year ended December 31, 2021. This was primarily driven by an expansion of the fleet. Voyage expenses for the year ended December 31, 2022 consisted of fuel oil consumed amounting to $388.5 million, port costs amounting to $122.3 million, brokers' commission expenses amounting to $27.1 million, other voyage-related expenses (including voyage-related insurance) amounting to $10.1 million and pool allocation of $31.9 million. Voyage expenses for the year ended December 31, 2021 consisted of fuel oil consumed amounting to $183.4 million, port costs amounting to $87.5 million, brokers' commission expenses amounting to $8.2 million, other voyage-related expenses (including voyage-related insurance) amounting to $4.7 million and pool allocation of $13.7 million.

Disaggregation of revenue, voyage expenses and TCE income by operating segment

The following is a summary of our consolidated revenue by operating segment, in addition to a reconciliation of voyage expenses, TCE income, TCE income per day and total operating days.

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2022**	**2021**	**favourable / (unfavourable)**	
Disaggregation of revenue by operating segment:				
LR2	$ 97,960	$ 54,540	$ 43,420	80%
LR1	638,141	220,881	417,260	189%
MR	861,681	335,532	526,149	157%
Handy	299,160	89,452	209,708	234%
Stainless	29,609	N/A[1]	N/A	N/A
Disaggregation of voyage expenses by operating segment:				
LR2	(24,526)	(3,331)	(21,195)	(636%)
LR1	(216,890)	(117,701)	(99,189)	(84%)
MR	(259,479)	(135,725)	(123,754)	(91%)
Handy	(77,722)	(40,713)	(37,009)	(91%)
Stainless	(1,238)	N/A[1]	N/A	N/A
Disaggregation of TCE income by operating segment:				
LR2	73,434	51,209	22,225	43%
LR1	421,251	103,180	318,071	308%
MR	602,202	199,807	402,395	201%
Handy	221,438	48,739	172,699	354%
Stainless	28,371	N/A[1]	N/A	N/A
Daily TCE income per operating segment in U.S dollars:[2][3]				
LR2	33,563	23,382	10,181	44%
LR1	35,826	10,952	24,874	227%
MR	30,237	11,845	18,392	155%
Handy	24,401	10,353	14,048	136%
Stainless	18,446	N/A[1]	N/A	N/A
Consolidated daily TCE	**$ 30,280**	**$ 12,141**	**$ 18,139**	**149%**
Operating days per operating segment:[4][5]				
LR2	2,188	2,190	(2)	(0%)
LR1	11,758	9,421	2,337	25%
MR	19,916	16,869	3,047	18%
Handy	9,075	4,708	4,367	93%
Stainless	1,538	N/A[1]	N/A	N/A
Total operating days	**44,475**	**33,188**	**11,287**	**34%**

(1) Hafnia entered the Stainless operating segments in 2022. For this reason, no revenue, voyage expenses and TCE income were reported for this segment in the year ended December 31, 2021.

(2) We report TCE income, a non-IFRS measure, because (i) we believe it provides additional meaningful information in conjunction with revenue and voyage expenses, the most directly comparable IFRS measures, (ii) it assists our management in making decisions regarding the deployment and use of our Hafnia Vessels and TC Vessels and in evaluating their financial performance, (iii) it is a standard shipping industry performance measure used primarily to compare period-to-period changes in a shipping company's performance irrespective of changes in the mix of charter types (time charters and voyage charters) under which the vessels may be employed between the periods, and (iv) we believe that it presents useful information to investors.

(3) This daily amount is calculated on the basis of unrounded amounts, not the rounded amounts in the above table.

(4) Total operating days include operating days for TC Vessels.

LR2 revenue. LR2 revenue for the year ended December 31, 2022 was $98.0 million, an increase of $43.5 million, or 80%, from $54.5 million for the year ended December 31, 2021. The increase in LR2 revenue was driven by the aforementioned shifts in global supply and demand dynamics. One LR2 vessel transited out of a TC-contract in December 2021, and another two LR2 vessels transited out of TC-out contracts during 2022 at fixed rates to benefit from the significantly improved spot market trading conditions. This vessel class in particular (along with LR1), was the primary workhorse to service and deliver EU replacement barrels being sourced from Middle East and Far East regions.

As a result of these factors, LR2 TCE income per day increased to $33,563 per day from $23,382 per day for the years ended December 31, 2022 and 2021, respectively.

LR2 operating days decreased to 2,188 days from 2,190 days for the years ended December 31, 2022 and 2021, respectively.

LR1 revenue. LR1 revenue for the year ended December 31, 2022 was $638.1 million, an increase of $417.2 million, or 189%, from $220.9 million for the year ended December 31, 2021. This increase was driven by the aforementioned shift in global supply and demand which benefitted all vessel classes and the expansion of our LR1 fleet, particularly through our purchase of 12 LR1 tankers from Scorpio.

LR1 TCE income per day increased to $35,826 per day from $10,952 per day for the years ended December 31, 2022 and 2021, respectively.

LR1 operating days increased to 11,758 days from 9,421 days for the years ended December 31, 2022 and 2021, respectively. This increase was driven mainly by the expansion of our LR1 fleet.

MR revenue. MR revenue for the year ended December 31, 2022 was $861.7 million, an increase of $526.2 million, or 157%, from $335.5 million for the year ended December 31, 2021. The increase in MR revenue was driven by the acquisition of six MR vessels in the CTI Transaction and the aforementioned shifts in global supply and demand dynamics, which benefited all vessel classes. A typically occurring phenomenon in the tanker industry is that when larger segments (LR2 & LR1) experience high demand, spillover demand trickles down to the neighbouring smaller segment as customers downsize shipments when a larger vessel is not available, leading to added demand in the smaller segment. 2022 saw this scenario play out in a significant way to the benefit of the MR vessel class, while at the same time, the vessels acquired in the CTI Transaction benefitted significantly from improved flows of renewable products (a product heavily subsidised by the European Union and that requires specific IMO ship type 2 features held by these vessels) from regions in the Far East to the European Union.

MR TCE income per day increased significantly as a result to $30,237 per day from $11,845 per day for the years ended December 31, 2022 and 2021, respectively.

MR operating days increased to 19,916 days from 16,869 days for the years ended December 31, 2022 and 2021, respectively.

Handy revenue. Handy revenue for the year ended December 31, 2022 was $299.2 million, an increase of $209.7 million, or 234%, from $89.5 million for the year ended December 31, 2021. This increase was mainly driven by the acquisition of 18 Handy vessels in the CTI Transaction and the aforementioned shifts in global supply and demand dynamics. While the vessels acquired in the CTI Transaction also benefitted materially from increased renewable flows as outlined under comments relevant to the MR segment, the wider and conventional Handy segment, predominantly trading in and around Europe, benefitted additionally from other factors. These included trickle-down demand dynamics from the MR segment as well as additional demand generated from inefficiencies from sanctions on Russian oil. This was because historically, clean petroleum products from Russian Baltic and Black Sea ports would flow into EU ports in northwest Europe and the Mediterranean respectively, alongside Turkish exports flowing into EU ports in the Mediterranean, but the sanctions regime facilitated new trades where Russian products from the Baltic would flow into Turkey (who did not follow EU/US sanctions), allowing Turkish production, formerly used for domestic consumption to be exported into northwest Europe and western parts of the Mediterranean, increasing tonne-mile demand, and consequently tanker demand for Handy size vessels.

Due to the aforementioned shifts in global supply and demand, TCE income per day for our Handy vessels increased to $24,401 per day from $10,353 per day for the years ended December 31, 2022 and 2021, respectively.

Handy operating days increased to 9,075 days from 4,708 days for the years ended December 31, 2022 and 2021, respectively, as a result of our acquisition of 18 Handy vessels partially offset by our divestment of six Handy vessels.

Stainless revenue. Stainless revenue for the year ended December 31, 2022 was $29.6 million. We did not operate in the Stainless segment in 2021 and entered this segment in 2022 as a result of the acquisition of the CTI Fleet, which was finalised in January 2022.

TCE income per day for our Stainless vessels was $18,446 per day for the year ended December 31, 2022. Stainless operating days for the year ended December 31, 2022 was 1,538.

Other operating income. Other operating income, which mainly consists of pool and bunker management fees, for the year ended December 31, 2022 was $40.5 million, an increase of $17.3 million or 75% from $23.2 million for the year ended December 31, 2021. This increase was mainly driven by improved market conditions as the pool manager earns commissions based on a percentage of TCE income for the JV Vessels and Pool Vessels managed in the Pools and higher bunker management fee for increased bunker volumes.

Vessel operating expenses and technical management expenses. Vessel operating expenses for the year ended December 31, 2022 was $263.9 million, an increase of $71.4 million or 37%, from $192.5 million for the year ended December 31, 2021. Vessel operating expenses include crewing, repairs and maintenance, and insurance as well as other expenses relating to the operation of our Hafnia Vessels.

Technical management expenses for the year ended December 31, 2022 was $23.6 million, an increase of $7.6 million or 48% from $16.0 million for the year ended December 31, 2021. Technical management expenses consist of general and administrative costs for the internal technical team and the management fee charged by external technical managers.

Calendar days (excluding TC Vessels) increased from 30,255 to 40,424 for the years ended December 31, 2021 and 2022, respectively.

The following table is a summary of our vessel operating expenses and technical management expenses by operating segment:

In thousands of U.S. dollars except total vessel operating expenses per calendar day, technical management expenses per calendar day and calendar days	For the year ended December 31, 2022	For the year ended December 31, 2021	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Vessel operating expenses	**$263,903**	**$192,459**	**$(71,444)**	**(37%)**
Disaggregation of vessel operating expenses by operating segment:				
LR2	15,022	13,705	(1,317)	(10%)
LR1	70,719	54,305	(16,414)	(30%)
MR	110,483	95,937	(14,546)	(15%)
Handy	58,017	28,512	(29,505)	(103%)
Stainless	9,662	N/A[1]	N/A	N/A
Vessel operating expenses per calendar day in U.S. dollars:[2]				
LR2	6,859	6,258	(601)	(10%)
LR1	6,796	6,499	(297)	(5%)
MR	6,511	6,411	(100)	(2%)
Handy	6,271	6,010	(261)	(4%)
Stainless	6,012	N/A[1]	N/A)	N/A
Consolidated vessel operating expenses per calendar day:	**$ 6,528**	**$ 6,361**	**$ (167)**	**(3%)**
Technical management expenses	**$ 23,627**	$ **16,014**	**$ (7,613)**	**(48%)**
Disaggregation of technical management expenses by operating segment:				
LR2	1,296	1,141	(155)	(14%)
LR1	6,230	4,461	(1,769)	(40%)
MR	9,510	7,838	(1,672)	(21%)
Handy	5,742	2,574	(3,168)	(123%)
Stainless	849	N/A[1]	N/A	N/A

In thousands of U.S. dollars except total vessel operating expenses per calendar day, technical management expenses per calendar day and calendar days	For the year ended December 31, 2022	For the year ended December 31, 2021	Change favourable / (unfavourable)	Percentage Change favourable / (unfavourable)
Technical management expenses per calendar day in U.S. dollars:[2]				
LR2	592	521	(71)	(14%)
LR1	599	534	(65)	(12%)
MR	560	524	(37)	(7%)
Handy	621	543	(78)	(14%)
Stainless	528	N/A[1]	N/A	N/A
Consolidated technical management expenses per calendar day:	**$ 584**	**$ 529**	**$ (55)**	**(10%)**
Calendar days by operating segment[3]				
LR2	2,190	2,190	0	0%
LR1	10,406	8,356	2,050	25%
MR	16,969	14,965	2,004	13%
Handy	9,252	4,744	4,508	95%
Stainless	1,607	N/A[1]	N/A	N/A
Total calendar days	**40,424**	**30,255**	**10,169**	**34%**

(1) Hafnia entered the Stainless operating segments in 2022. For this reason, no vessel operating expenses or technical management expenses were reported for this segment in the financial year ended December 31, 2021.

(2) This daily amount is calculated on the basis of unrounded amounts, not the rounded amounts in the above table.

(3) Total calendars days exclude calendars days for TC Vessels.

The average vessel operating expenses per day increased to $6,528 per day for the year ended December 31, 2022 from the average of $6,361 per day for the year ended December 31, 2021. Vessel operating expenses per day increased across most vessel classes, with the largest increases affecting the LR2 segment.

Vessel operating expenses and technical management expenses by operating segment are discussed below.

LR2 vessel operating expenses and technical management expenses. Vessel operating expenses for our LR2 segment was $15.0 million for the year ended December 31, 2022, an increase of $1.3 million, or 10%, from $13.7 million for the year ended December 31, 2021. Calendar days (excluding TC Vessels) for LR2 vessels remained stable at 2,190 days for the years ended December 31, 2022 and 2021, respectively. LR2 vessel operating expenses per day increased to $6,859 per day from $6,258 per day for the years ended December 31, 2022 and 2021, respectively. This increase was the result of general inflationary pressures and the war between Russia and Ukraine, which drove up crew travel-related costs, lube oil prices and repair and maintenance costs. Additionally, vessel operating expenses were low in 2021 compared to 2022 as vessels were relatively new and required minimal repairs and maintenance in 2021.

Technical management expenses for our LR2 segment were $1.3 million for the year ended December 31, 2022, an increase of $0.2 million or 14% from $1.1 million for the year ended December 31, 2021. LR2 technical management expenses per day increased to $592 per day from $521 per day for the years ended December 31, 2022 and 2021, respectively. This increase was the result of general inflation and a higher bonus payout to the internal technical team.

LR1 vessel operating expenses and technical management expenses. Vessel operating expenses for our LR1 segment for the year ended December 31, 2022 was $70.7 million, an increase of $16.4 million, or 30%, from $54.3 million for the year ended December 31, 2021. Calendar days (excluding TC Vessels) for LR1 vessels increased to 10,406 from 8,356 days for the years ended December 31, 2022 and 2021, respectively, particularly due to the acquisition of 12 LR1 vessels. LR1 vessel operating expenses per day increased to $6,796 per day for the year ended December 31, 2022 from $6,499 per day for the year ended December 31, 2021, mainly due to the takeover-related costs incurred, such as crew change costs and additional supply of stores and spares for the 12 newly acquired LR1 vessels in 2022. In addition, the increase in vessel operating expenses was driven by price increases on crew travel-related costs, lube oil prices, spares, stores and repairs costs as the result of general inflationary pressures and the Russia-Ukraine war.

Technical management expenses for our LR1 segment was $6.2 million for the year ended December 31, 2022, an increase of $1.8 million or 40% from $4.5 million for the year ended December 31, 2021. LR1 technical management expenses per day increased to $599 per day from $534 per day for the years ended December 31, 2022 and 2021, respectively. This increase resulted from general inflation and a higher bonus payout to the internal technical team.

MR vessel operating expenses and technical management expenses. Vessel operating expenses for our MR segment was $110.5 million for the year ended December 31, 2022, an increase of $14.5 million, or 15%, from $95.9 million for the year ended December 31, 2021. Calendar days (excluding TC Vessels) for MR vessels increased to 16,969 days from 14,965 days for the years ended December 31, 2022 and 2021, respectively, which resulted from the addition of six MR vessels acquired in the CTI Transaction. MR vessel operating expenses per day increased to $6,511 per day from $6,411 per day, for the years ended December 31, 2022 and 2021, respectively. This increase was mainly the result of the general inflationary pressures and the Russia-Ukraine war.

Technical management expenses for our MR segment was $9.5 million for the year ended December 31, 2022, an increase of $1.7 million or 21% from $7.8 million for the year ended December 31, 2021. MR technical management expenses per day increased to $560 per day from $524 per day for the years ended December 31, 2022 and 2021, respectively. This increase resulted from a higher bonus payout to the internal technical team and a higher external technical management fee for the six newly acquired MR vessels.

Handy vessel operating expenses and technical management expenses. Vessel operating expenses for our Handy segment was $58.0 million for the year ended December 31, 2022, an increase of $29.5 million, or 103%, from $28.5 million for the year ended December 31, 2021. Calendar days (excluding TC Vessels) for Handy vessels increased to 9,252 days from 4,744 days for the years ended December 31, 2022 and 2021, respectively, which was the result of the acquisition of 18 Handy vessels as a part of the CTI Transaction partially offset by the divestment of six Handy vessels during the year ended December 31, 2022. Handy vessel operating expenses per day increased to $6,271 per day for the year ended December 31, 2022 from $6,010 per day for the year ended December 31, 2021. This increase was mainly the result of the general inflationary pressures and the Russia-Ukraine war.

Technical management expenses for our Handy segment was $5.7 million for the year ended December 31, 2022, an increase of $3.2 million or 123% from $2.6 million for the year ended December 31, 2021. Handy technical management expenses per day increased to $621 per day from $543 per day for the years ended December 31, 2022 and 2021, respectively. This increase was the result of general inflation and a higher bonus payout to the internal technical team and a higher external technical management fee for the 18 newly acquired Handy vessels.

Stainless vessel operating expenses and technical management expenses. Vessel operating expenses for our Stainless segment was $9.7 million for the year ended December 31, 2022. We did not operate in the Stainless segment in 2021 and entered this segment in 2022 as a result of the acquisition of the CTI Fleet in the CTI Transaction which was finalised in January 2022.

Calendar days (excluding TC Vessels) for Stainless vessels were 1,607 days for the year ended December 31, 2022. Stainless vessel operating expenses per day was $6,012 per day for the year ended December 31, 2022.

Technical management expenses for our Stainless segment were $0.8 million for the year ended December 31, 2022. Stainless technical management expenses per day was $528 per day for the year ended December 31, 2022.

Charter hire expenses. Charter hire expenses were $33.2 million for the year ended December 31, 2022, an increase of $10.3 million or 45%, from $22.9 million for the year ended December 31, 2021. The change was due to five vessels that were only time chartered-in during the last quarter of the year ended December 31, 2021. There was a full year impact of their charter hire expenses recorded in the year ended December 31, 2022.

Other expenses. Other expenses were $59.5 million for the year ended December 31, 2022, an increase of $16.5 million or 38%, from $42.9 million for the year ended December 31, 2021. The change was primarily driven by increased headcount to support expanded operations, higher bonuses and additional expenses relating to acquisition of CTI.

Gain/(loss) on disposal of assets. Gain on sales of assets was $25.4 million for the year ended December 31, 2022, an increase of $30.4 million or 616% from a loss of $4.9 million for the year ended December 31, 2021. During the year ended December 31, 2022, we divested six Handy vessels, four LR1 vessels and eight Stainless vessels. We recorded a gain of $26.7 million on the sale of vessels and a loss of $1.3 million on disposal of a subsidiary.

Depreciation charge of property, plant and equipment. The total depreciation charge was $208.0 million for the year ended December 31, 2022. The depreciation charge for the year ended December 31, 2022 comprised $133.1 million on vessels, $29.3 million on drydocking and scrubbers, $45.5 million on right-of-use assets – vessels and $0.1 million of other depreciations. This was an increase of $57.5 million, or 38% from $150.5 million for the year ended December 31, 2021. The depreciation charge for the year ended December 31, 2021 comprised $94.8 million on vessels, $23.6 million on drydocking and scrubber and $32.1 million on right-of-use assets - vessels. This increase was primarily related to the acquisition of vessels and our ongoing fleet renewal strategy.

Amortisation charge of intangible assets. The amortization charge was $1.2 million on intangible assets during the years ended December 31, 2022 and December 31, 2021. There was no significant change in amortisation charge for these two years.

Interest income. Interest income was $7.0 million for the year ended December 31, 2022, an increase of $4.6 million, or 196%, from $2.4 million for the year ended December 31, 2021. This increase was driven by the interest earned on our cash balance, due to the increased average cash balance during the year ended December 31, 2022 as compared to the prior year.

Interest expense. Interest expense was $91.1 million for the year ended December 31, 2022, an increase of $52.1 million, or 134%, from $39.0 million for the year ended December 31, 2021.

The increase in financial expenses during the year ended December 31, 2022 when compared to the year ended December 31, 2021 was primarily attributable to expansion of liabilities post-CTI Transaction and increased interest rates.

Capitalised financing fees written off. Capitalised financing fees written off was $2.5 million for the year ended December 31, 2022, a decrease of $2.0 million, or 45%, from $4.5 million for the year ended December 31, 2021. These are generally non-routine items that occur when borrowings are extinguished or re-financed.

- 2022 write-off of capitalised financing fees amounting to $2.5 million arising from the extinguishment of debt attached to the Stainless vessels following their sale.
- 2021 write-off of capitalised financing fees amounting to $4.5 million arising from the refinancing of the $676m facility, $192m facility and $266m facility.

Other finance expense. Other finance expense was $2.5 million for the year ended December 31, 2022, a decrease of $0.8 million, or 25%, from $3.3 million for the year ended December 31, 2021.

Other finance expense for the year ended December 31, 2022 consisted of foreign currency exchange loss of $0.2 million, borrowings undrawn commitment fees of $1.5 million and other financial expenses relating to loan admin fees and option fees of interest rate caps amounting to $1.9 million, partially offset by unrealised gains on derivatives of $1.1 million.

Other finance expense for the year ended December 31, 2021 consisted of foreign currency exchange loss of $0.5 million, borrowings undrawn commitment fees of $0.4 million and other financial expenses of $2.4 million relating to loan admin fees and option fees of interest rate caps.

The decrease in other finance expense for the year ended December 31, 2022 as compared to December 31, 2021 was primarily attributable to:

- Reduction in foreign currency exchange loss due to strengthening of the US Dollar during 2022;
- Increase in unrealised gains on interest rate caps due to rising interest rates;
- Partially offset by an increase in commitment fees as the $216m facility was upsized during 2022 with a new revolving credit facility trench which incurred undrawn commitment fees.

Share of profit/(loss) of equity-accounted investees, net of tax. Share of profit/(loss) of equity accounted investees, net of tax, was $24.2 million, an increase of $25.9 million or 1,466% from a loss of $1.8 million for the year ended December 31, 2021. This change was primarily driven by stronger freight rates due to the abovementioned shifts in global supply and demand affecting the revenue in our Vista Joint Venture and Andromeda Joint Venture and the expansion of the fleet of our Andromeda Joint Venture in 2022 and late 2021.

Other comprehensive income. Other comprehensive income mainly consists of fair value changes of derivate financial instruments designated as hedging instruments under cash flow hedge accounting. Other comprehensive income for the year ended December 31, 2022 was $68.2 million, which is an increase of $51.9 million or 318% from $16.3 million for the year ended December 31, 2021. This increase was mainly driven by an increase in LIBOR rates pushing up the fair value of the interest rate swaps.

B. Liquidity and Capital Resources

We operate in a capital-intensive industry. We have historically financed our acquisition of vessels and other capital expenditures through a combination of cash generated from operations, equity capital and credit facilities and sale and lease-back arrangements.

Our primary source of funds for our short-term and long-term liquidity needs is expected to be the cash flows generated from our Hafnia Vessels and TC Vessels trading in the Pools, in the spot market or on time charter, in addition to cash on hand. Additionally, we receive repayments on shareholder loans from our joint ventures who have vessels operating in the Pools or on long-term time charters. In addition to cash from operations, our sources of medium- and long-term liquidity include new loans, refinancing of existing arrangements, drawdowns under committed secured revolving credit facilities, issuance of equity, vessel sales, and sale and lease-back agreements.

Historically, market rates for the Vessels in our Hafnia Fleet have been volatile and periodic adjustments to the supply and demand for tankers cause the industry to be cyclical in nature. We expect continued volatility in market rates for our vessels in the foreseeable future with a consequent effect on our short- and long-term liquidity. When Hafnia Vessels or TC Vessels operate directly in the spot market, we are exposed to high volatility, but we can take advantage of rising freight/hire rate environments. In our view, the volatility is reduced for those of our Hafnia Vessels and TC Vessels operating in the Pools because (i) the Pools aggregate the revenues and expenses of all pool participants and distribute net earnings to the participants based on an agreed-upon formula and (ii) some of the vessels in the pool are on time charter, which ensures a less volatile income stream. In addition to Hafnia Vessels trading directly in the spot market and in the Pools, we also have Hafnia Vessels on long-term time charters. The income from these vessels is less volatile, but also does not allow us to take advantage of rising rate environments.

In addition to the general volatility in our industry, our cash flows are affected by the number of vessels we have in operation at a given time. This number may increase or decrease during the year due to vessel acquisitions and divestments as well as drydocking, repairs, maintenance or other events impacting the operability of our Hafnia Vessels and TC Vessels.

Furthermore, the cash flows we generate from our Hafnia Vessels and TC Vessels have in the past and may in the future be impacted by geopolitical events such as the COVID-19 pandemic and the war between Russia and Ukraine as well as other geopolitical risks such as the conflict between Israel and Hamas. The easing of COVID-19 restrictions around the globe resulted in increased personal mobility which served as a catalyst for underlying demand for refined petroleum products. This demand, combined with low global refined petroleum product inventories and strong refining margins, incentivised refiners to increase and maintain high utilization levels which drove substantial increases in refined petroleum product export volumes throughout the world. Additionally, the volatility brought on by the ongoing war Russia-Ukraine war, which has resulted in the implementation of sanctions on the export of Russian crude oil and refined petroleum products, has continued to disrupt supply chains for crude oil and refined petroleum products, changing volumes and trade routes, and thus increasing tonne-mile demand for the seaborne transportation of refined petroleum products. We recorded all-time high revenue and net income during the year ended December 31, 2022 as a result of favourable market conditions that began in March 2022, and which continue through the date of this Registration Statement.

Our short-term liquidity requirements relate to operating expenses for our Hafnia Vessels and voyage expenses for our Hafnia Vessels and JV Vessels, service of our credit facilities and payments on lease liabilities

(sale and lease-back arrangements accounted for as financing transactions) and time charters, drydocking of certain Hafnia Vessels, contributions or loans to joint ventures, dividend payments, exercise of purchase options and purchase obligations coming due in the next 12 months.

Our long-term liquidity requirements relate to repayment of credit facilities, payments lease liabilities (sale and lease-back arrangements accounted for as financing transactions) and time-charters (which are accounted for under IFRS 16 – *Leases*), capital expenditures including acquisition of new or second-hand vessels, non-vessel investments, drydocking of Hafnia Vessels and payment of dividends on our common shares. Our debt facilities and certain of our obligations related to lease liabilities (sale and lease-back arrangements accounted for as financing transactions) typically require us to make interest payments based on SOFR. Significant increases in interest rates could adversely affect our results of operations and our ability to service our debt; however, as a part of our strategy to minimise financial risk, we use interest rate swaps to reduce our exposure to market risk from changes in interest rates.

During 2024, and in addition to our regularly scheduled debt and lease repayments including payments in relation to credit facilities that are maturing during 2024, we also committed to the following:

- The exercise of the purchase options on two vessels (Hafnia Viridian and Hafnia Violette) under our sale and lease-back arrangement with JFL. The purchases closed in January 2024 resulting in a reduction of the related lease liability of $39.6 million.
- The exercise of the purchase options on three Handy vessels (Hafnia Aragonite, Hafnia Alabaster and Hafnia Achroite) under our sale and lease-back arrangement with CSSC. The purchases closed in February and March 2024 resulting in a reduction of the related lease liability of $49.5 million.
- The exercise of the purchase option on the MR vessel Hafnia Topaz under our sale and lease-back arrangement with CSSC. This purchase is expected to close in July 2024.

One of our credit facilities, the MUSD 106 Facility (as defined below) is maturing in March 2025. We do not have any other debt or leasing financing arrangements that are scheduled to mature or expire within 12 months from the date of this Registration Statement. We may elect to use purchase options under our sale and lease-back arrangements or time charter-in arrangements in which case the financial lease liabilities or IFRS-16 lease liabilities, as applicable, relating to the vessel(s) in question will be reduced accordingly.

While we believe our current financial position is adequate to address these cash outflows, a deterioration in economic conditions could cause us to breach the covenants under our financing arrangements and could have a material adverse effect on our business, results of operations, cash flows and financial condition. These circumstances could cause us to seek covenant waivers from our lenders and to pursue other means to raise liquidity, such as through the sale of vessels or in the capital markets. A discussion and analysis of our key risks, including sensitivities thereto, can be found in "*Item 3. Key Information – D. Risk Factors*" and "*Item 11. Quantitative and Qualitative Disclosures About Market Risk".*

We continuously evaluate potential transactions that we believe will be accretive to earnings, enhance shareholder value or are in our best interests, which may include the pursuit of additional vessel sales, business combinations, the acquisition of vessels or related businesses, investments in new technologies, the expansion of our operations, repayment of existing debt, share repurchases, short-term investments or other uses. In connection with any transaction, we may enter into additional financing arrangements, refinance existing arrangements or raise capital through public or private debt or equity offerings of our securities. Any funds received or raised by us may be used for any corporate purpose. There is no guarantee that we will grow the size of our fleet or enter into transactions that are accretive to our shareholders.

As at December 31, 2023, we had $462.6 million in liquidity available (December 31, 2022: $469 million) with cash and cash equivalents (excluding cash retained in the commercial pools and restricted cash) of $141.6 million (December 31, 2022: $174.4 million) and amounts available and undrawn under our revolving credit facilities of $321.0 million (December 31, 2022 : $294.6 million). As at the date of this Registration Statement, we hold cash and cash equivalents in U.S. dollars, NOK, EUR, SGD, DKK, and AED (United Arab Emirates Dirham). The changes in our cash balance are discussed below under the section entitled "*Cash Flows*". As at December 31, 2023, we had $1,303.8 million (December 31, 2022: $1,775.2 million) in aggregate outstanding indebtedness (which reflects the amounts payable under loans from related and non-related parties, bank borrowings, sale and lease-back liabilities (accounted for as financing transactions) and other lease liabilities). Our credit facilities and other financing arrangements are described below under the section entitled "*Financing Arrangements*".

We expect that our existing liquidity and working capital combined with the cash flow we expect to generate from our operations will be sufficient to finance our liquidity needs for a period of at least 12 months from the date of this Registration Statement.

Equity

The total authorised number of shares of the Company as at December 31, 2023 was 750,000,000 (2022: 750,000,000, 2021: 600,000,000) common shares at par value of $0.01 per share. As at December 31, 2023, we had issued 506,820,170 (2022: 503,388,593, 2021: 370,244,325) common shares. On January 2, 2024, we issued 3,431,577 shares and as a result at the date of this Registration Statement, we have issued 510,251,747 common shares. All issued common shares are fully paid. No shares have been issued since January 2, 2024. As at December 31, 2023, we held 2,626,651 shares in treasury (2022: 2,793,797, 2021: 7,086,703).

See below a reconciliation of the developments in our share capital from December 31, 2020 through March 25, 2024.

Reconciliation of the number of common shares outstanding through March 25, 2024

Treasury shares as at December 31, 2020	7,179,946
Shares outstanding at December 31, 2020	363,064,379
No new shares issued in 2021	N/A
Treasury shares at December 31, 2021	7,086,703
Shares outstanding at December 31, 2021	363,157,622
Number of common shares issued in connection with the acquisition of CTI Fleet (January 2022)	92,112,691
Number of common shares issued in connection with private placement of shares (May 2022)	37,600,000
Number of common shares issued in connection with redelivery of borrowed shares to BW Group (September 2022)	3,431,577
Treasury shares at December 31, 2022	2,793,797
Shares outstanding at December 31, 2022	500,594,796
Number of common shares issued in connection with redelivery of borrowed shares to BW Group (March 2023)	3,431,577
Treasury shares at December 31, 2023	2,626,651
Shares outstanding at December 31, 2023	504,193,519
Number of common shares issued in connection with redelivery of borrowed shares to BW Group (January 2024)	3,431,577(1)
Treasury shares at March 25, 2024	93,896
Shares outstanding at March 25, 2024	510,157,851

(1) We announced the issuance of these shares on December 27, 2023, however, for administrative reasons, the shares were not issued before January 2, 2024.

See "*Item 4. Information on the Company – A. History and Development of the Company – Recent Developments*" for more information on our acquisition of the CTI Fleet and the private placement of shares completed in 2022. See "*Item 7. Major Shareholders and Related Party Transactions – B. Related Party Transactions*" for more information about our share lending agreements with BW Group. Shares borrowed by us under share lending agreements are classified as treasury shares. We use such treasury shares, for example, to fulfil exercised options under our equity incentive plans. Subsequent to our borrowing of shares, we will re-issue new shares in the same amount as borrowed, and these newly issued shares will be returned to the lender as redelivery of the borrowed shares. See "*Item 6. Directors, Senior Management and Employees – B. Compensation*" for more information on the underlying equity incentive plans which led to our recent borrowing of shares from BW Group.

In the years ended December 31, 2023, 2022 and 2021, we have not had any share repurchase programs.

Cash Flows

The table below summarises our sources and uses of cash for the periods presented:

In thousands of U.S. dollars	For the year ended December 31,		
Cash flow data	**2023**	**2022**	**2021**
Net cash provided by operating activities	$ 1,060,806	$ 770,887	$ 95,032
Net cash used in investing activities	(31,677)	(179,131)	(13,176)
Net cash used in financing activities	(1,086,933)	(465,132)	(59,154)

Cash flow from operating activities

Changes in net cash flow from operating activities primarily reflect changes in fleet size, fluctuations in spot tanker rates, changes in interest rates, fluctuations in working capital balances and the timing and the amount of drydocking expenditures, repairs, and maintenance activities. Our exposure to the highly cyclical spot tanker market and the growth of our fleet have contributed significantly to historical fluctuations in operating cash flow.

Financial year ended December 31, 2023 compared to financial year ended December 31, 2022:

The following table sets forth the components of our operating cash flows for the years ended December 31, 2023 and December 31, 2022:

	For the year ended December 31,		Change	Percentage Change
In thousands of U.S. dollars	**2023**	**2022**	**favourable / (unfavourable)**	
Profit for the financial year	$ 793,275	$ 751,589	$ 41,686	6%
Adjustments for:				
- income tax expense	6,251	6,678	(427)	(6%)
- depreciation and amortisation charges	211,027	209,219	1,808	1%
- (gain) on disposal of assets	(56,087)	(25,483)	(30,604)	(120%)
- interest income	(17,629)	(6,977)	(10,652)	(153%)
- finance expense	95,124	96,075	(951)	(1%)
- share of (profit) of equity-accounted investees, net of tax	(19,073)	(24,152)	5,079	21%
- equity-settled share-based payment transactions	2,822	1,760	1,062	60%
Operating cash flow before working capital changes	1,015,710	1,008,709	7,001	1%
Changes in working capital:				
- inventories	(17,773)	(16,091)	(1,682)	(10%)
- trade and other receivables	(139,166)	(259,619)	120,453	46%
- trade and other payables	205,663	42,874	162,789	380%
Cash generated from operations	1,064,434	775,873	288,561	37%
Income tax paid	(3,628)	(4,986)	1,358	27%
Net cash provided by operating activities	**$1,060,806**	**$ 770,887**	**$289,919**	**38%**

In 2023, our working capital was impacted by the transition of four of the Pools to the disponent-owner pool model and the Group obtaining control of the Chemical-MR pool. Because of this transition and change in control, we have fully consolidated disponent-owner Pools' and the Chemical-MR pool's assets and liabilities incurred in their day to day operations. This includes the pool distributions and pool working capital payable to external participants which are recognised in trade and other payables. This led to an increase in trade and other payables. For trade and other receivables, we have also fully consolidated pool receivables from four of the pools and the Chemical-MR Pool. In contrast, under the agency model in 2022, the Group did not recognise third party receivables and inventories since they were accounted for based on their legal title (i.e. assessed as belonging to the external participants). These factors led to an increase in trade and other receivables, which was offset by an improvement in collections of trade and other receivables, resulting in an increase in cash flows from operating activities.

Financial year ended December 31, 2022 compared to financial year ended December 31, 2021

The following table sets forth the components of our operating cash flows for the years ended December 31, 2022 and December 31, 2021:

	For the year ended December 31,		Change	Percentage Change
In thousands of U.S. dollars	**2022**	**2021**	**favourable / (unfavourable)**	
Profit/(loss) for the financial year	$751,589	$ (55,493)	$807,082	1,454%
Adjustments for:				
- income tax expense	6,678	4,390	2,288	52%
- depreciation and amortisation charges	209,219	151,679	57,540	38%
- (gain)/loss on disposal of assets	(25,483)	4,935	(30,418)	(616%)
- interest income	(6,977)	(2,355)	(4,622)	(196%)
- finance expense	96,075	46,833	49,242	105%
- share of (profit)/loss of equity-accounted investees, net of tax	(24,152)	1,768	(25,920)	(1,466%)

In thousands of U.S. dollars	For the year ended December 31, 2022	2021	Change favourable / (unfavourable)	Percentage Change
- equity-settled share-based payment transactions	1,760	3,147	(1,387)	(44%)
Operating cash flow before working capital changes	1,008,709	154,904	853,805	551%
Changes in working capital:				
- inventories	(16,091)	(34,971)	18,880	54%
- trade and other receivables	(259,619)	(20,921)	(238,698)	(1,141%)
- trade and other payables	42,874	463	42,411	9,160%
Cash generated from operations	775,873	99,475	676,398	680%
Income tax paid	(4,986)	(4,443)	(543)	(12%)
Net cash provided by operating activities	**$ 770,887**	**$ 95,032**	**$ 675,855**	**711%**

The increase in cash flows from operating activities was primarily due to higher TCE earnings, the effect of an enlarged fleet size, and an increase in income from our pool and bunker platforms. This was partially offset by increasing vessel operating expenses and voyage expenses as well as an increase in working capital, primarily resulting from an increase in trade and other receivables.

The change in working capital in 2022 and 2021 was primarily driven by an increase in trade receivables, inventories, prepayments, partially offset by an increase in trade payables, other payables and accrued operating expenses. The increase in accounts receivable is primarily driven by overall strength in the product tanker market that began in the first quarter of 2022. Our revenues during the year ended December 31, 2022, were primarily derived from the Pools and in the spot market. The revenues earned by the vessels operating in the Pools and the spot market in the months preceding December 31, 2022, were significantly greater than the months preceding December 31, 2021, thus leading to the increase in trade receivables. The increase in trade payables was mostly attributable to the enlarged fleet size. The increase in accrued operating expenses as at December 31, 2022 was primarily the result of an increase in accrued compensation and related benefits. The remaining changes in working capital were driven primarily by timing.

Cash flow from investing activities

Cash flows from our investing activities primarily relate to our acquisition of vessels and divestment of vessels as well as our investments in our joint ventures as further described in "*Item 4. Information on the Company – A. History and Development of the Company – Joint Ventures".*

Financial year ended December 31, 2023 compared to financial year ended December 31, 2022

The following table sets forth the components of our investing cash flows for the years ended December 31, 2023 and December 31, 2022:

In thousands of U.S. dollars	For the year ended December 31 2023	2022	Change favourable / (unfavourable)	Percentage Change
Interest income received	$ 13,583	$ 4,172	$ 9,411	226%
Loan to joint venture	(15,488)	(11,500)	(3,988)	(35%)
Acquisition of assets, net of cash acquired	—	4,195	(4,195)	(100%)
Acquisition of other investments	(10,408)	(324)	(10,084)	(3,112%)
Equity investment in joint venture	(2,240)	(1,814)	(426)	(23%)
Purchase of intangible assets	—	(248)	248	100%
Proceeds from disposal of property, plant and equipment	142,793	255,809	(113,016)	(44%)
Proceeds from disposal of assets	—	15,882	(15,882)	(100%)
Repayment of loan by joint venture company	23,975	—	23,975	N/A
Dividend received from joint venture	500	—	500	N/A
Dividend received from associated company	—	1,825	(1,825)	(100%)
Purchase of property, plant and equipment	(184,392)	(447,128)	262,742	59%
Net cash used in investing activities	**$ (31,677)**	**$(179,131)**	**$ 147,454**	**82%**

The decrease in net cash outflows from investing activities was primarily due to less cash used for the purchase of property, plant and equipment due to fewer vessels being purchased during 2023 than during 2022. This was partially offset by less proceeds received from the disposal of property, plant and equipment as we only sold six LR1 vessels during 2023, which was significantly fewer vessels than in 2022.

Financial year ended December 31, 2022 compared to financial year ended December 31, 2021

The following table sets forth the components of our investing cash flows for the years ended December 31, 2022 and December 31, 2021:

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2022**	**2021**	**favourable / (unfavourable)**	
Interest income received	$ 4,172	$ 877	$ 3,295	376%
Loan to joint venture	(11,500)	(13,500)	2,000	15%
Acquisition of assets, net of cash acquired	4,195	—	4,195	N/A
Acquisition of other investments	(324)	(3,501)	3,177	91%
Equity investment in joint venture	(1,814)	(10,213)	8,399	82%
Purchase of intangible assets	(248)	(367)	119	32%
Proceeds from disposal of assets held for sale	—	11,000	(11,000)	(100%)
Proceeds from disposal of property, plant and equipment	255,809	29,191	226,618	776%
Proceeds from disposal of assets	15,882	—	15,882	N/A
Dividend received from associated company	1,825	—	1,825	N/A
Purchase of property, plant and equipment	(447,128)	(26,663)	(420,465)	(1,577%)
Net cash used in investing activities	**$(179,131)**	**$(13,176)**	**$(165,955)**	**(1,260%)**

The decrease in cash flows in the form of increased outflow of cash from investing activities was primarily due to a significant increase in cash used for the purchase of assets, particularly as a result of the acquisition of the 12 LR1 tankers from Scorpio. This increased outflow was partially offset by increased proceeds from the disposal of assets, primarily due to us having completed a number of vessel divestments, including the sale of eight stainless steel tankers.

Cash flow from financing activities

Cash flows from financing activities primarily consist of the proceeds from drawdowns, repayments and costs related to our secured and unsecured debt, financial lease liabilities (relating to sale and lease-back contracts) and lease liabilities arising from the recognition of long-term leases onto the balance sheet in accordance with IFRS 16; the issuance and costs related to our common shares and the payment of dividends to our common shareholders.

Financial year ended December 31, 2023 compared to financial year ended December 31, 2022

The following table sets forth the components of our financing cash flows for the years ended December 31, 2023 and December 31, 2022:

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2023**	**2022**	**favourable / (unfavourable)**	
Proceeds from borrowings from external financial institutions	$ 247,030	$ 440,257	$(193,227)	(44%)
Proceeds from borrowings from a related corporation	—	3,750	(3,750)	(100%)
Repayment of borrowings to external financial institutions	(309,064)	(415,901)	106,837	26%
Repayment of borrowings to a related corporation	—	(22,500)	22,500	100%
Repayment of borrowings to non-related parties	(5,429)	(558)	(4,871)	(873%)
Repayment of lease liabilities	(390,153)	(231,086)	(159,067)	(69%)
Payment of financing fees	(3,997)	(1,990)	(2,007)	(101%)
Interest paid to external financial institutions	(73,634)	(87,843)	14,209	16%
Interest paid to a third party	(5,707)	(24)	(5,683)	(23,679%)
Proceeds from exercise of employee share options	9,286	1,459	7,827	536%
Proceeds from equity raise	—	97,780	(97,780)	100%
Payment of equity raise costs	—	(1,170)	1,170	100%
Dividends paid	(544,136)	(243,748)	(300,388)	(123%)
Other finance expense paid	(11,129)	(3,558)	(7,571)	(213%)
Net cash used in financing activities	**$(1,086,933)**	**$(465,132)**	**$(621,801)**	**(134%)**

(1) See the following table setting forth the cash drawdowns and repayments on our secured credit facilities, unsecured debt, sale and lease-back liabilities, and IFRS 16 lease liabilities during the years ended December 31, 2023, 2022 and 2021.

The increase in net cash outflows from financing activities was primarily due to higher amounts of dividends paid in accordance with our dividend policy and due to our higher profits. More cash was also used in the voluntary early repayment of borrowings to external financial institutions as well as exercise of purchase options to buy back and re-finance certain vessels which were financed under sale-and-leaseback contracts. In line with the goal of deleveraging through these early repayments, there was also significantly less proceeds from drawdown of bank borrowings from external financial institutions in 2023.

Financial year ended December 31, 2022 compared to financial year ended December 31, 2021

The following table sets forth the components of our financing cash flows for the years ended December 31, 2022 and December 31, 2021:

	For the year ended December 31		Change	Percentage Change
In thousands of U.S. dollars	**2022**	**2021**	**favourable / (unfavourable)**	
Proceeds from borrowings from external financial institutions	$ 440,257	$ 622,685	$(182,428)	(29%)
Proceeds from borrowings from a related corporation	3,750	18,750	(15,000)	(80%)
Repayment of borrowings to external financial institutions	(415,901)	(622,085)	206,184	33%
Repayment of borrowings to a related corporation	(22,500)	—	(22,500)	N/A
Repayment of borrowings to non-related parties	(558)	(390)	(168)	(43%)
Repayment of lease liabilities	(231,086)	(39,771)	(191,315)	(481%)
Payment of financing fees	(1,990)	(5,106)	3,116	61%
Interest paid to external financial institutions	(87,843)	(29,869)	(57,974)	(194%)
Interest paid to a third party	(24)	(33)	9	27%
Proceeds from exercise of employee share options	1,459	—	1,459	N/A
Proceeds from equity raise	97,780	—	97,780	N/A
Payment of equity raise costs	(1,170)	—	(1,170)	N/A
Dividends paid	(243,748)	—	(243,748)	N/A
Other finance expense paid	(3,558)	(3,335)	(223)	(7%)
Net cash used in financing activities	**$(465,132)**	**$ (59,154)**	**$(405,978)**	**(686%)**

(1) The following table sets forth the cash drawdowns and repayments on our secured credit facilities, unsecured debt, sale and lease-back liabilities, and IFRS 16 lease liabilities during the years ended December 31, 2023, 2022 and 2021. During these periods, certain credit facilities, unsecured debt, and lease financing arrangements were either entered into, drawn, or repaid in full. We refer to Note 21 and 23 of our Consolidated Financial Statements included in Item 17 of this Registration Statement for further details of all of our financing arrangements, including the activity that occurred during the years ended December 31, 2022 and 2021.

The increase in cash outflows from financing activities was primarily due to dividend payments in 2022 and the exercise of the purchase options relating to sale of the stainless steel chemical tankers. Interest payments also increased significantly due to rising interest rates during 2022 as well as increased borrowings as a result of the fleet expansion in 2022.

Cash drawdowns and repayments on our secured credit facilities, unsecured debt, sale and lease-back liabilities, and IFRS lease liabilities

The table below sets forth the cash drawdowns and repayments on our secured credit facilities, unsecured debt, sale and lease-back liabilities, and IFRS 16 lease liabilities during the years ended December 31, 2023, 2022 and 2021. The table below does not include cash drawdowns and repayments on credit facilities or other financing arrangements obtained in our joint ventures. Additionally, the table below does not include credit facilities, sale and lease-back liabilities and IFRS 16 lease liabilities in CTI, which were fully repaid before the completion of the CTI Transaction in January 2022. Furthermore, the below overview does not include a $50 million receivables purchase facility which was in place during 2021-2023 but which is no longer in place or any “loans” received from suppliers that constitute or have the function of deferred payment terms.

During these periods, certain credit facilities, unsecured debt, and lease financing arrangements were either entered into, drawn, or repaid in full. We refer to Note 21 and Note 23 of our Consolidated Financial Statements included in Item 17 of this Registration Statement for further details of all of our financing arrangements, including the activity that occurred during the years ended December 31, 2022 and 2021.

	2023		2022		2021	
In thousands of U.S. dollars	**Drawdowns**	**Repayments**	**Drawdowns**	**Repayments**	**Drawdowns**	**Repayments**
Credit Facilities						
$676m facility[1]	N/A	N/A	N/A	N/A	—	(267,493)
$473m facility	N/A	(81,621)	—	(143,738)	7,955	(63,661)
$374m facility	N/A	(190,788)	—	(148,967)	374,080	(34,325)
$303m facility	N/A	N/A	N/A	N/A	N/A	N/A
$266m facility[1]	N/A	N/A	N/A	N/A	—	(151,003)
$216m facility	N/A	(15,975)	—	(14,100)	—	(14,100)
$192m facility[1]	N/A	N/A	N/A	N/A	—	(88,165)
$175m borrowing base facility – Citibank	54,000	(1,000)	N/A	N/A	N/A	N/A
$175m borrowing base facility – UOB	60,000	N/A	N/A	N/A	N/A	N/A
$106m facility	N/A	(8,856)	—	(6,642)	106,275	—
$100m facility[1]	N/A	N/A	15,000	(90,000)	75,000	—
$84m facility	N/A	(6,240)	15,825	(22,065)	68,575	—
$50m FFA margin facility[2]	N/A	N/A	N/A	N/A	N/A	N/A
$40m facility	40,000	(1,245)	N/A	N/A	N/A	N/A
$39m facility	N/A	(3,339)	—	(12,889)	9,550	(3,338)
Total Credit Facilities	$154,000	$(309,064)	$ 30,825	$(438,401)	$641,435	$(622,085)
Loan from non-related party PMSI Loan[1]	N/A	(5,429)	—	(558)	462	(390)
Total loan from non-related party	**N/A**	**(5,429)**	**—**	**(558)**	**—**	**(390)**
Sale and lease-back						
AVIC:[3] *Hafnia Aventurine, Hafnia Andesine*	N/A	(38,482)	—	(3,275)	N/A[4]	N/A[4]
CMB – Fixed rate: *Hafnia Axinite, Hafnia Ammolite, Hafnia Azurite, Hafnia Amessi, Hafnia Aquamarine*	93,030	(4,310)	N/A	N/A	N/A	N/A
CMB – Old:[3] *Hafnia Axinite, Hafnia Ammolite, Hafnia Azurite, Hafnia Saiph, Hafnia Sceptrum*	—	(52,058)	—	(52,100)	N/A[4]	N/A[4]
CSSC:[5] *Hafnia Topaz, Hafnia Tourmaline, Hafnia Tanzanite, Hafnia Alabaster, Hafnia Aragonite, Hafnia Achroite[4]*	N/A	(10,067)	—	(9,201)	N/A[4]	N/A[4]
Doun Kisen: *Hafnia Africa*	—	(2,089)	—	(1,953)	—	(1,849)
ICBCL: *Hafnia Excel, Hafnia Exceed, Hafnia Excellence, Hafnia Executive, Hafnia Expedite, Hafnia Experience, Hafnia Excelsior, Hafnia Express, Hafnia Precision, Hafnia Pride, Hafnia Prestige, Hafnia Providence*	—	(29,580)	413,182	(27,730)	N/A	N/A
ICBCL:[3] *Hafnia Adamite, Hafnia Almandine, Hafnia Amazonite, Hafnia Amber*	N/A	(72,040)	—	(6,242)	N/A[4]	N/A[4]
Ocean Yield: *Hafnia Aronaldo, Hafnia Azotic, Hafnia Turquoise[6]*	—	(31,480)	—	(3,655)	N/A[4]	N/A[4]
Jiangsu Financial Leasing Sky:[3] *Hafnia Viridian, Hafnia Violette, Hafnia Sirius, Hafnia Sky*	—	(2,616)	—	(7,231)	N/A[4]	N/A[4]
Skaatholmen Shipping:[7] *Hafnia Artic & Hafnia Asia*	—	(21,875)	—	(2,814)	—	(2,929)
Yong Sheng Shipping: *Hafnia Australia*	—	(1,939)	—	(1,888)	—	(1,832)
SBI:[3] *Hafnia Spica, Hafnia Sol*	—	N/A	—	(56,269)	N/A[4]	N/A[4]
SBI:[8] *Chem Spark, Chem Stellar*	—	(4,773)[9]	—	(4,154)	N/A[4]	N/A[4]
SPDBFL:[3] *Hafnia Amethyst, Hafnia Ametrine, Hafnia Amessi, Hafnia Aquamarine*	—	(72,875)	—	(5931)	N/A[4]	N/A[4]
Total sale and lease-back liabilities	**$ 93,030**	**$(344,184)**	**$413,182**	**$(182,443)**	**—**	**$ (6,610)**

IFRS 16 lease liabilities	*Additional lease liabilities recognised*	*Repayments[10]*	*Additional lease liabilities recognised*	*Repayments[10]*	*Additional lease liabilities recognised*	*Repayments[10]*
Basset	—	(3,568)	—	(3,411)	—	(2,940)
Beagle	3,082	(3,669)	—	(3,515)	—	(3,039)
Boxer	—	(3,636)	—	(3,476)	—	(3,001)
Bulldog	—	(3,541)	—	(3,386)	—	(3,237)
Clearocean Ginkgo	3,701	(3,377)	—	(3,387)	6,550	(303)
Clearocean Milano	3,622	(3,309)	—	(3,322)	6,420	(584)
Dee4 Larch	1,447	(3,290)	—	(3,237)	6,558	(131)
Kamome Victoria	—	(3,032)	—	(2,966)	9,087	(425)
Karimata	—	(4,178)	—	(3,994)	—	(3,445)
Orient Challenge	—	(3,104)	—	(2,946)	—	(2,804)
Orient Innovation	—	(3,092)	—	(2,934)	—	(2,791)
Peace Victoria	—	(3,953)	2,023	(3,688)	7,611	(113)
Sunda	—	(4,220)	—	(4,035)	—	(3,484)
Tectus[9]	N/A	N/A	—	(578)	—	(2,315)
Total IFRS 16 lease liabilities	**$11,852**	**$(45,969)**	**$2,023**	**$(44,875)**	**$36,226**	**$(28,612)**

(1) These facilities have been repaid, refinanced or cancelled and are as at the date of this Registration Statement no longer in place.

(2) This facility has been drawn and repaid on an ongoing basis to support FFA trading margin requirements throughout 2023. As this facility is directly linked to the FFA margin trading account with DBS, any drawdowns are automatically netted at DBS with no cashflow impact to Hafnia on an operational basis unless in the event of a margin call.

(3) As at the date of this Registration Statement, we have divested or refinanced all vessels under these SLBs, and therefore, these SLBs are no longer in place.

(4) These sale and lease-back arrangements were entered into in CTI prior to the completion of the CTI Transaction which was completed in early 2022. Therefore, we have not included any drawdowns or repayments on these sale and lease-back arrangements in 2021.

(5) We have refinanced Hafnia Achroite, Hafnia Alabaster and Hafnia Aragonite in February and March 2024 and as at the date of this Registration Statement, this SLB only relates to Hafnia Topaz, Hafnia Tourmaline and Hafnia Tanzanite.

(6) We have refinanced Hafnia Turquoise in 2023 and as at the date of this Registration Statement, this SLB only relates to Hafnia Aronaldo and Hafnia Azotic.

(7) We have divested Hafnia Arctic, and therefore, as at the date of this Registration Statement, this SLB only relates to Hafnia Asia.

(8) We have sold these vessels in a back-to-back transaction.

(9) We transferred the legal title to these vessels in 2023 but the vessels were deemed to be sold in 2022. Repayment of lease liabilities relating to these vessels in 2023 did not affect our cash flow as the buyer paid the funds to extinguish the liabilities directly to the lessor.

(10) Repayments for IFRS 16 lease liabilities included in the above table are exclusive of interest on lease liabilities.

(11) This vessel has been redelivered to its owner.

Significant non-cash transactions

On January 27, 2022, we acquired the CTI Fleet through the acquisition of CTI by way of issuance of new shares together with transfer of existing treasury shares. The acquisition was accounted for as an asset acquisition that did not constitute a business.

In exchange for all outstanding shares in CTI, CTI's shareholders received a total of 99,199,394 common shares comprising 92,112,691 newly issued shares and 7,086,703 treasury shares. The fair value of CTI's net assets acquired was assessed at $221.1 million. The effects of the CTI Transaction resulted in increases of our assets, liabilities and equity by $943.0 million, $721.9 million and $221.1 million respectively.

Financing Arrangements

We finance our operations through secured credit facilities and sale and lease-back arrangements. See the below section "Sale and lease-back" for additional information on the sale and lease-back arrangements we have entered into.

We have entered into credit facilities in a number of our subsidiaries. Additionally, our joint venture companies have entered into credit facilities. We do not recognise the debt of our joint venture companies on our balance sheet as they have been equity accounted, but we have a 50% interest in the debt through our equity ownership of the joint ventures. See below "Hafnia Credit Facilities" for the credit facilities entered into by

Hafnia and wholly-owned subsidiaries and "Joint Venture Credit Facilities" for the credit facilities entered into by our joint ventures. We refer to Note 21 and Note 23 of our Consolidated Financial Statements included in Item 17 of this Registration Statement for further details on our secured credit facilities, sale and lease-back liabilities, and IFRS 16 lease liabilities and to Note 13 and 14 for additional information about our joint ventures.

Our debt and lease financing agreements may additionally require us to comply with a number of covenants, including financial covenants related to liquidity, consolidated net worth, maximum leverage ratios, loan-to-value ratios and collateral maintenance, informational requirements, including the delivery of quarterly and annual financial statements and annual projections, and restrictive covenants, including maintenance of adequate insurances; compliance with laws (including environmental); maintenance of flag and class of the vessels; restrictions on consolidations, mergers or sales of assets; approvals on changes in the manager of the vessels; limitations on liens; limitations on additional indebtedness; prohibitions on paying dividends if a covenant breach or an event of default has occurred or would occur as a result of payment of a dividend; prohibitions on transactions with affiliates; and other customary covenants. Furthermore, our debt and lease financing agreements contain customary events of default, including cross-default provisions, as well as subjective acceleration clauses under which the debt could become due and payable in the event of a material adverse change in our business.

Hafnia Credit Facilities

As at December 31, 2023, our outstanding liability under the Hafnia Credit Facilities was $579.7 million.

The table below gives an overview of our term loan facilities and revolving credit facilities as at December 31, 2023 and December 31, 2022:

Credit Facility[1]	**Maturity Date**	**Total outstanding debt as at December 31, 2023[2]**	**Total outstanding debt as at December 31, 2022[2]**
In thousands of U.S. dollars			
MUSD 473 Facility	September 29, 2026	$116,089	$197,711
MUSD 374 Facility	March 31, 2028	N/A	190,788
MUSD 303 Facility	February 28, 2029	N/A	N/A
MUSD 216 Facility	October 2, 2026[3]	143,850	159,825
MUSD 175 Facility – Citi	Renewable semi-annually[4]	53,000	N/A
MUSD 175 Facility – UOB	Renewable semi-annually[4]	60,000	N/A
MUSD 106 Facility	March 31, 2025	90,777	99,633
MUSD 84 Facility	December 31, 2026 (term loan) and December 31, 2023 (revolving credit facility)	56,095	62,335
MUSD 50 FFA Facility	Renewable semi-annually[4]	2,336	N/A
MUSD 50 receivables purchase facility	No longer in place	N/A	N/A[5]
MUSD 40 Facility	January 26, 2029	38,754	N/A
MUSD 39 Facility	November 24, 2025	18,801	22,139
PMSI loan	No longer in place	N/A	5,253
Total debt under the credit facilities		**$579,702**	**$737,684**

(1) The table does not include any "loans" received from suppliers that constitute or have the function of deferred payment terms.

(2) The balances set forth in the table above reflect the principal outstanding due under each facility as at the specified date and does not reflect any (i) unamortised deferred financing fees or other fees, (ii) discounts/premiums, or (iii) deposits or any other amounts not a part of the principal outstanding amount.

(3) October 2, 2026 is the latest vessel tranche's maturity date for this facility.

(4) These facilities were partially drawn as at December 31, 2023. For the borrowings under these facilities, we are obligated to either roll over into a new loan under the facility in question or repay the loan within the relevant term. Undrawn portions of these facilities were uncommitted as at December 31, 2023 and as at the date of this Registration Statement remain uncommitted. An uncommitted facility is a facility where the lenders have no legal obligation to provide a loan but can elect to do so at their discretion.

(5) This facility was a receivables purchase facility where funds were continuously recycled, therefore the outstanding debt as at December 31, 2022 is not an accurate reflection of this facility's impact or our debt under credit facilities. The facility has been accounted for as 'other payables' and trade receivables with a sum of $41m as at December 31, 2022.

Each of the Hafnia Credit Facilities bears a floating interest comprised of applicable SOFR (term SOFR, daily SOFR or daily non-cumulative compounded SOFR, as applicable) and a margin.

Credit facilities

Find below detailed descriptions of each of our current term loan and revolving credit facilities. The facilities are listed with the largest credit facilities first.

MUSD 473 Facility

On September 24, 2019, our wholly-owned subsidiaries Hafnia Tankers Shipholding Singapore Pte. Ltd., Hafnia Tankers Shipholding Alpha Pte. Ltd., Hafnia Tankers Shipholding Denmark 1 ApS (subsequently merged into our wholly-owned subsidiary Hafnia Tankers ApS), and Hafnia Tankers Singapore Sub-Holding Pte. Ltd. entered into a $473 million senior secured term loan and revolving credit facility (the "**MUSD 473 Facility**") with a syndicate comprising of ABN Amro, BNP Paribas, Credit Agricole, Danske Bank, Danish Ship Finance ING Bank, Nordea, Oversea-Chinese Banking Corporation, Skandinaviska Enskilda Banken AB, and Standard Chartered Bank with Nordea as facility agent, for the purpose of refinancing two existing facility agreements. The MUSD 473 Facility consists of two tranches of which Tranche A is a $413 million term loan facility (the "**2019 Term Loan**") and Tranche B is a $60 million revolving credit facility (the "**2019 RCF**").

The MUSD 473 Facility has a term of seven years from the date of first drawdown of the loan. The MUSD 473 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity. The first drawdown was made on September 30, 2019 and therefore the facility will expire on September 29, 2026.

As at December 31, 2023, the outstanding amount under MUSD 473 Facility was $116.09 million consisting of $116.09 million from the 2019 Term Loan and the 2019 RCF has remained undrawn.

MUSD 374 Facility

On March 22, 2021, our wholly-owned subsidiary Hafnia SG Pte Ltd. entered into a $374 million senior secured term loan and revolving credit facility (the "**MUSD 374 Facility**") with a syndicate comprising ABN Amro, BNP Paribas, DBS Bank, ING Bank, IYO Bank, Oversea-Chinese Banking Corporation, Skandinaviska Enskilda Banken AB, Société Générale, Standard Chartered Bank and United Overseas Bank with Standard Chartered Bank as facility coordinator and agent. The MUSD 374 Facility has a term of seven years and consists of a $274.1 million term loan facility (the "**2021 Term Loan**") and a $100.0 million revolving credit facility (the "**2021 RCF**"). The MUSD 374 Facility was set up through the refinancing of existing facilities of MUSD 676 and MUSD 192 facilities.

The MUSD 374 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity. The MUSD 374 Facility has a sustainability margin adjustment mechanism that depends on our continuous improvement in certain emissions-related key performance indicators (KPIs) including a Fleet Sustainability Score determined by Annual Efficiency Ratio Values and the Compliance with SOx Cap Regulations for all Hafnia-owned ships, in which it enjoys a discount on the margin of up to 0.05% if sustainability targets are met or a premium on the margin of up to 0.025% if sustainability targets are not met.

As at December 31, 2023, there was no outstanding amount under MUSD 374 Facility as the 2021 Term Loan was fully repaid on September 30, 2023 and the 2021 RCF has remained undrawn.

MUSD 303 Facility

On August 30, 2023, our wholly-owned subsidiary Hafnia SG Pte. Ltd entered into a $303 million amortizing revolving credit facility (the "**MUSD 303 Facility**") with a syndicate of banks including BNP Paribas, Citibank, Danske Bank, DBS Bank, IYO Bank, Nordea Bank, Oversea-Chinese Banking Corporation and Standard Chartered Bank for the purpose of refinancing existing debt and new vessel acquisitions. The MUSD 303 Facility will mature in February 28, 2029. As at December 31, 2023, we have not drawn on this facility.

The MUSD 303 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin depending on the level of utilisation of the revolving credit facility. The MUSD 303 Facility has an annual sustainability margin adjustment mechanism with DNV providing the second party opinion on key performance indicators (KPIs) such as emissions-related key performance indicators (KPIs) including a Fleet Sustainability

Score determined by Annual Efficiency Ratio Values of all Hafnia-owned ships and relative share of chemical cargoes carried by the Group in which it enjoys a discount on the margin of up to 0.05% if sustainability targets are met or a premium on the margin of up to 0.05% if sustainability targets are not met.

As at December 31, 2023, the MUSD 303 Facility has remained undrawn.

MUSD 216 Facility

On January 10, 2019, our wholly-owned subsidiary Hafnia SG Pte. Ltd. entered into a $216 million senior secured term loan facility (the "**MUSD 216 Facility**") with a syndicate of banks including Nordea, BNP, OCBC, Société Générale, Standard Chartered Bank and United Overseas Bank, for the purpose of financing six LR2 newbuilds. The MUSD 216 Facility has a term of seven years from the drawdown date for the Tranche A Facility and five years from the drawdown date for the Tranche B Facility. As at December 31, 2019, all six LR2 newbuilds have been delivered with the Tranche A Facility fully drawn down.

On March 18, 2022, we (through our subsidiary Hafnia SG Pte. Ltd.) successfully upsized the MUSD 216 Facility with a new two-year tenor revolving credit facility tranche of $70 million ("**Tranche C**"). The tranche is non-amortizing. Two lenders from the existing facility participated in Tranche C. Tranche C was cancelled as at November 14, 2023.

The MUSD 216 Facility Tranche A and B bear an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity. The MUSD 216 Facility Tranche C bear an interest rate of daily non-cumulative compounded SOFR plus a margin until maturity or cancellation.

As at December 31, 2023, the outstanding amount under Tranche A of the MUSD 216 Facility was $143.85 million while Tranche B has been fully repaid.

MUSD 175 Facility – Citi

On January 20, 2023, our wholly owned subsidiary Hafnia Pools Pte. Ltd. entered into an uncommitted $175 million borrowing base facility (the "**MUSD 175 Facility – Citi**") with Citibank N.A, Singapore branch to finance its receivables – freight, demurrage and freight-in-transit for the LR2 and LR1 pools. The MUSD 175 Facility – Citi has a tenor of six months and is renewable every 6 months. The undrawn portion of the facility remains uncommitted until drawn. This means that the lender does not have a legal obligation to provide loans under the facility but that the terms and conditions of the facility will apply if the facility is drawn. The drawn debt is used to provide back-to-back working capital loans to pool participants in the LR2 and LR1 pools subject to receipt of eligible transaction security. The MUSD 175 Facility – Citi bears an interest rate of 1 month term SOFR plus a margin.

As at December 31, 2023, the outstanding amount under the MUSD 175 Facility – Citi was $53.00 million.

MUSD 175 Facility - UOB

On February 24, 2023, our wholly-owned subsidiary Hafnia Pools Pte. Ltd. entered into an uncommitted $175 million borrowing base facility (the "**MUSD 175 Facility – UOB**") with United Overseas Bank Limited to finance its receivables – freight, demurrage and freight-in-transit for the MR and Handy pools. The MUSD 175 Facility – UOB has a tenor of six months and is renewable every 6 months. The undrawn portion of the facility remains uncommitted until drawn. This means that the lender does not have a legal obligation to provide loans under the facility but that the terms and conditions of the facility will apply if the facility is drawn. The drawn debt is used to provide back-to-back working capital loans to pool participants in the MR and Handy pools subject to receipt of eligible transaction security. The facility contains an accordion clause which can increase the facility by up to $75.0 million upon exercise. As at December 31, 2023, this option has not been exercised.

The MUSD 175 Facility – UOB bears an interest rate of 1 month term SOFR plus a margin.

As at December 31, 2023, the outstanding amount under the MUSD 175 Facility – UOB was $60.00 million.

MUSD 106 Facility

On December 17, 2021, our wholly-owned subsidiary Hafnia SG Pte. Ltd. entered into a $106 million senior secured loan facility (the "**MUSD 106 Facility**") with Danish Ship Finance to refinance six of its existing

MR vessels under a MUSD 266 facility. The MUSD 106 Facility's term loan tranche has been fully drawn down. The MUSD 106 Facility has a tenor of three years and will mature on March 31, 2025.

The MUSD 106 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity. The MUSD 106 Facility contains a most favoured nation clause applicable to certain terms including security package requirements, covenants and events of default.

As at December 31, 2023, the outstanding amount under the MUSD 106 Facility was $90.78 million.

MUSD 84 Facility

On December 17, 2021, our wholly-owned subsidiary Hafnia SG Pte. Ltd. entered into an $84 million senior secured loan facility (the "**MUSD 84 Facility**") with SEB, Singapore Branch to refinance four of its existing MR vessels under a MUSD 266 facility. The MUSD 84 Facility has been fully drawn down. The facility consists of a term loan tranche of $68.6 million and a revolving credit facility tranche with commitment of $15.9 million. The term loan and revolving credit facility tranche has a five- and two-year tenor, respectively.

The MUSD 84 Facility term loan tranche bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity. The MUSD 84 Facility revolving credit facility tranche bore an interest rate of daily non-cumulative compounded SOFR plus a margin.

As at December 31, 2023, the outstanding amount under the term loan under the MUSD 84 Facility was $56.10 million, while the revolving credit facility has been cancelled as of September 29, 2023.

MUSD 50 FFA Margin Facility

On August 18, 2023 our wholly-owned subsidiary Hafnia Pools Pte. Ltd. entered into a $50 million uncommitted FFA margin facility (the "**MUSD 50 FFA Margin Facility**") agreement with DBS Bank for the purpose of facilitating FFA trading and funding of the margins.

The MUSD 50 FFA Margin Facility bears an interest rate of daily SOFR plus a margin.

As at December 31, 2023, the outstanding amount under the MUSD 50 FFA Margin Facility was $2.34 million.

MUSD 40 Facility

On July 18, 2023, our wholly-owned subsidiary Hafnia SG Pte. Ltd. entered into a $40 million senior secured loan facility (the "**MUSD 40 Facility**") with NTT Leasing Singapore to refinance two of its existing Handy vessels from a sale and lease-back arrangement with AVIC. The MUSD 40 Facility has been fully drawn down. The MUSD 40 Facility has a tenor of five and a half years and will mature on January 26, 2029.

The MUSD 40 Facility bears an interest rate of 3 month term SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, the outstanding amount under the MUSD 40 Facility was $38.76 million.

MUSD 39 Facility

On January 8, 2019, our wholly-owned Hafnia SG Pte. Ltd. entered into a $30 million unsecured term loan (the "**MUSD 30 Facility**") with SEB, Singapore Branch for the purpose of financing general working capital purposes. The MUSD 30 Facility had a term of one year with a final maturity date of December 31, 2019. In January 2020, we extended the MUSD 30 Facility by 15 months, with the revised maturity date being in April 2021.

On November 17, 2020, this facility was refinanced, amended, and restated to a $39 million term loan and revolving credit facility (the "**MUSD 39 Facility**"), with a revised tenor of five years and a maturity date in November 2025. The term loan tranche amounts to $29.6 million while the revolving credit facility commitment amounts to $9.6 million.

The MUSD 39 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, the loan outstanding under the MUSD 39 Facility was $18.80 million and the revolving credit tranche remains committed and undrawn.

Financial covenants – Hafnia Credit Facilities

The Hafnia Credit Facilities contain certain financial covenants that the relevant borrower must comply with. As at the date of this Registration Statement, we are in compliance with all financial covenants under Hafnia Credit Facilities. See below a description of the financial covenants in the Hafnia Credit Facilities.

Minimum Security Value

For the MUSD 473, 374, 303, 216, 106, 84, 40 and 39 Facilities, the minimum security value covenant requires that the fair market value of the security vessels equates to or is higher than 125% of the outstanding loan amount and, if applicable, the undrawn RCF, with respect to each loan (to be measured on a semi-annual basis in June 30 and December 31 of each financial year).

The aggregate fair market value of the security vessels with respect to each loan facility as at December 31, 2023 is as set out in the table below.

Loan facility	Aggregate fair market value (December 31, 2023)
MUSD 473 Facility	376.1% of the outstanding loan amount
MUSD 374 Facility	749.0% of the outstanding loan amount
MUSD 303 Facility	195.2% of the outstanding loan amount
MUSD 216 Facility	314.7% of the outstanding loan amount
MUSD 106 Facility	259.8% of the outstanding loan amount
MUSD 84 Facility	273.6% of the outstanding loan amount
MUSD 40 Facility	184.5% of the outstanding loan amount
MUSD 39 Facility	270.7% of the outstanding loan amount

For the MUSD 473 Facility, MUSD 374 Facility, MUSD 303 Facility, MUSD 216 Facility, MUSD 175 Facility – Citi, MUSD 175 Facility – UOB, MUSD 106 Facility, MUSD 84 Facility, MUSD 50 FFA Margin Facility, MUSD 40 Facility, MUSD 39 Facility, we (as a group) as a guarantor are required to comply with the following financial covenants:

- we must ensure that our adjusted equity ratio is equal to or higher than 25%;
- we must ensure that our adjusted equity is equal to or more than $350 million; and
- we must ensure that our cash and cash equivalents under the facilities is at all times more than $60 million, of which $30 million may consist of credit lines.

For the MUSD 50 FFA Margin Facility, there is an additional covenant of fair market value of vessels less total secured borrowing to total unsecured borrowing ratio is less than 2.

Under the Hafnia Credit Facilities, the financial covenants set out above will be tested with respect to each credit facility as at June 30 and December 31 of each financial year.

Adjusted equity ratio is adjusted equity expressed as a percentage of the sum of liabilities and adjusted equity. Adjusted equity is the total shareholders' equity as presented in our consolidated financial statements after adjusting the vessels' values to their fair market values. Cash and cash equivalents are as presented in our consolidated financial statements.

As at December 31, 2023, our adjusted equity ratio was 68.7%, our adjusted equity was $3,700.0 million and the cash and cash equivalents and the available credit line was $462.6 million.

Security – Hafnia Credit Facilities

Our Hafnia Credit Facilities and future credit facilities may be secured by the following items:

- a first priority mortgage over the relevant collateralised vessels;
- a first priority assignment of earnings, insurances and long-term charters from the mortgaged vessels for the specific facility;

- an account pledge for the specific facility;
- a pledge of the equity interests of each vessel-owning subsidiary under the specific facility; and
- a guarantee from us or from our subsidiaries.

See the below overview of the security granted under the Hafnia Credit Facilities and see the below additional description of the security granted under the Hafnia Credit Facilities.

Credit facility	Mortgage over vessel(s)	Assignment of earnings, insurances, and long-term charters	Account pledge(s)	Pledge(s) of equity interests.	Guarantee
MUSD 473 Facility	Yes	Yes	—	Yes	Yes
MUSD 374 Facility	Yes	Yes	—	—	Yes
MUSD 303 Facility	Yes	Yes	—	—	Yes
MUSD 216 Facility	Yes	Yes	—	—	Yes
MUSD 175 Facility – Citi	—	—	Yes	—	Yes
MUSD 175 Facility - UOB	—	—	Yes	—	Yes
MUSD 106 Facility	Yes	Yes	—	—	Yes
MUSD 84 Facility	Yes	Yes	—	—	Yes
MUSD 50 FFA Margin Facility	—	—	Yes	—	Yes
MUSD 40 Facility	Yes	Yes	—	—	Yes
MUSD 39 Facility	Yes	Yes	—	Yes	Yes

We, Hafnia Limited, have provided a parent guarantee under all Hafnia Credit Facilities in place as at the date of this Registration Statement.

Please find below an overview of the vessels with a first priority mortgage under the Hafnia Credit Facilities as at the date of this Registration Statement. In each case where a vessel has been collateralised, the mortgage is supplemented by an assignment of earnings, insurances, and long-term charters (charters exceeding 12 months) for the relevant vessel(s).

Credit facility	Collateralised vessels
MUSD 473 Facility	Hafnia Bering, Hafnia Malacca, Hafnia Soya, Hafnia Sunda, Hafnia Torres, Hafnia Ane, Hafnia Crux, Hafnia Daisy, Hafnia Henriette, Hafnia Kirsten, Hafnia Lene, Hafnia Leo, Hafnia Libra, Hafnia Lise, Hafnia Lotte, Hafnia Lupus, Hafnia Phoenix, Hafnia Taurus, Hafnia Mikala
MUSD 374 Facility	Hafnia Kallang, Hafnia Nile, Hafnia Tagus, Hafnia Yarra, BW Bobcat, Hafnia Cheetah, Hafnia Cougar, BW Egret, BW Falcon, BW Jaguar, Hafnia Leopard, Hafnia Lioness, Hafnia Panther, Hafnia Tiger
MUSD 303 Facility(1)	Hafnia Almandine, Hafnia Amber, Hafnia Amethyst, Hafnia Ametrine, Hafnia Amazonite, Hafnia Adamite, Hafnia Turquoise, Hafnia Atlantic, Hafnia Pacific, Hafnia Achroite, Hafnia Alabaster, Hafnia Aragonite, Hafnia Viridian, Hafnia Violette, Hafnia Valentino
MUSD 216 Facility	Hafnia Despina, Hafnia Galatea, Hafnia Larissa, BW Neso, Hafnia Thalassa, Hafnia Triton
MUSD 106 Facility	Hafnia Myna, BW Osprey, Hafnia Petrel, Hafnia Raven, Hafnia Swift, BW Wren
MUSD 84 Facility	Hafnia Eagle, Hafnia Hawk, BW Kestrel, BW Merlin
MUSD 40 Facility	Hafnia Andesine, Hafnia Aventurine
MUSD 39 Facility	Hafnia Andrea, Hafnia Caterina

(1) The first priority mortgages for Hafnia Achroite, Hafnia Alabaster, Hafnia Aragonite, Hafnia Viridian, Hafnia Violette and Hafnia Valentino under the MUSD 303 Facility are expected to be completed by April 1, 2024.

Please find below an overview of the Hafnia Credit Facilities as at the date of this Registration Statement which have an account pledge of the borrower for the specific credit facility and additional description of the account pledges.

Credit facility	Account Pledge of Borrower
MUSD 175 Facility – UOB	Hafnia Pools Pte. Ltd. has provided four account pledges with floating charges to UOB for two operating and two collections accounts on behalf of the Handy and MR pools.
MUSD 175 Facility – Citi	Hafnia Pools Pte. Ltd. has provided two account pledges with floating charges to Citi for two collections accounts on behalf of the LR1 and LR2 pools.
MUSD 50 FFA Facility	Hafnia Pools Pte. Ltd. has provided two account pledges with floating charges to DBS for one current account and one term deposit account as cash collateral.

In two of the Hafnia Credit Facilities, a pledge has been granted over the equity interest of the vessel owning subsidiary or subsidiaries:

Credit facility	Pledge of equity interest of vessel owning subsidiary
MUSD 473 Facility	Pledges have been granted over the shares in Hafnia Tankers Shipholding Alpha Pte. Ltd., Hafnia Tankers Shipholding Singapore Pte. Ltd., Hafnia Tankers Singapore Sub-Holding Pte. Ltd.
MUSD 39 Facility	Pledges have been granted over the shares in Hafnia One Pte. Ltd.

Joint Venture Credit Facilities

As at December 31, 2023, the outstanding liability under the facilities in our joint ventures was $286.2 million and our interest herein was $143.1 million through our 50% ownership of each of the joint ventures.

The table below gives an overview of the joint ventures' credit facilities as at December 31, 2023 and December 31, 2022:

Credit Facility	Maturity Date	Total outstanding debt as at December 31, 2023[1]	Total outstanding debt as at December 31, 2022[1]
In thousands of U.S. dollars			
MUSD 111 Facility *Vista Joint Venture*	Twelve years after drawdown (last tranche on September 30, 2032)	$82,788	$90,188
MUSD 89.6 Facility *Vista Joint Venture*	Ten years after drawdown (last tranche on May 22, 2033)	86,306	N/A
MUSD 88.5 Facility *Vista Joint Venture*	Seven years after drawdown (last tranche on February 28, 2024)	43,635	N/A
MUSD 52 Facility *Vista Joint Venture*	Twelve years after drawdown (last tranche on July 21, 2031)	34,123	40,577
MUSD 23 Facility *Andromeda Joint Venture*	Seven years after drawdown (last tranche on December 29, 2028)	20,580	20,580
MUSD 22 Facility *Andromeda Joint Venture*	July 27, 2026	18,785	20,258
Total debt under the Joint Venture Credit Facilities		**$286,217**	**$171,603**
50% of total debt (corresponding to our interest in the debt under the Joint Venture Credit Facilities)		$143,109	$85,802

(1) The balances set forth in the table above reflect the principal outstanding due under each facility as at the specified date and does not reflect any (i) unamortised deferred financing fees or other fees, (ii) discounts/premiums, (iii) deposits or any other amounts not a part of the principal outstanding amount.

Each of the Joint Venture Credit Facilities bears a floating interest comprised of applicable SOFR (term SOFR, daily SOFR or daily non-cumulative compounded overnight SOFR, as applicable) and a margin.

Credit facilities

Find below detailed descriptions of each of the credit facilities obtained in our joint ventures. The facilities are listed with the largest credit facilities first.

MUSD 111 Facility

On July 19, 2019, Vista Shipholding III, IV, V and VI Limited (part of our Vista Joint Venture) entered into a $111 million senior secured term loan facility with a syndicate of banks including KFW, OCBC, and Société Générale (Hong Kong) to finance the delivery of four LR1 vessels between 2019 and 2021 (the "**MUSD 111 Facility**"). The facility is backed by Sinosure. The facility has a maturity date falling 12 years after drawdown. On August 7, 2020, the Vista entities were redomiciled into Singapore entities (now being Vista Shipholding III, IV, V, VI Pte. Ltd.). The MUSD 111 Facility contains a most favoured nation clause applicable to certain terms including financial covenants, cross default and creditor process provisions.

The MUSD 111 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our loan outstanding on this facility amounted to $41.39 million (equal to 50% of total loan outstanding of $82.8 million).

MUSD 89.6 Facility

On December 22, 2022, Vista Shipholding VII Pte. Ltd. and Vista Shipholding VIII Pte. Ltd. (part of our Vista Joint Venture with CSSC) entered into a $89.6 million senior secured term loan facility with Standard Chartered Bank (Singapore) Limited and Oversea-Chinese Banking Corporation Limited as lenders to finance the delivery of the first two LR2 vessels (the "**MUSD 89.6 Facility**"). The MUSD 89.6 Facility has been fully drawn down and matures ten years after drawdown. The MUSD 89.6 Facility has a sustainability margin adjustment mechanism in which it enjoys a discount on the margin of up to 0.05% if sustainability targets including emissions-related Fleet Annual Efficiency Ratio Values determined by Annual Efficiency Ratio Values and Fleet SOx Emissions Intensity targets are met for the mortgaged vessels and a premium on the margin of up to 0.05% if sustainability targets are not achieved. The MUSD 89.6 Facility contains a most favoured nation clause applicable to certain terms including financial covenants, cross default and creditor process provisions.

The MUSD 89.6 Facility bears an interest rate of 3 month Term SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our loan outstanding on this facility amounted to $43.15 million (equal to 50% of total loan outstanding of $86.31 million).

The facility is secured by the 2 LR2 vessels, a guarantee from us and a guarantee from CSSC (each of these guarantees limited to up to 50% of any amounts owed by the borrowers to the lenders from time to time).

MUSD 88.5 Facility

On October 13, 2023, Vista Shipholding IX Pte. Ltd. and Vista Shipholding X Pte. Ltd. (part of our Vista Joint Venture with CSSC) entered into a $88.5 million senior secured term loan facility with Oversea-Chinese Banking Corporation Limited and Bank of China (Hong Kong) Limited as lenders to finance the delivery of two LR2 vessels (the "**MUSD 88.5 Facility**"). The MUSD 88.5 Facility has been drawn in two tranches; the first on October 31, 2023 and the second tranche on February 28, 2024. The MUSD 88.5 Facility will mature seven years after drawdown. The MUSD 88.5 Facility has a sustainability margin adjustment mechanism in which it enjoys a discount on the margin of up to 0.05% if sustainability targets including a Fleet Annual Efficiency Ratio determined by Annual Efficiency Ratio Values are met and a premium on the margin of up to 0.05% if sustainability targets are not achieved. The MUSD 88.5 Facility contains a most favoured nation clause applicable to certain terms including financial covenants, cross default and creditor process provisions.

The MUSD 88.5 Facility bears an interest rate of 3 month Term SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our loan outstanding on this facility amounted to $21.82 million (equal to 50% of total loan outstanding of $43.64 million) for Hafnia Larvik which was delivered on October 31, 2023. The second vessel, Hafnia Lillesand, was delivered on February 28, 2024, where Vista Shipping X Pte. Ltd. drew down $44.25 million (50% of which equals to $22.13 million) on the MUSD 88.5 Facility.

The facility is secured by the two LR2 vessels, a guarantee from us and a guarantee from CSSC (each of these guarantees is limited to up to 50% of any amounts owed by the borrowers to the lenders from time to time).

MUSD 52 Facility

On July 26, 2018, Vista Shipholding I Limited and Vista Shipholding II Limited (part of our Vista Joint Venture) entered into a $52 million senior secured term loan facility with the Export-Import Bank of China to finance the delivery of two LR1 vessels (the "**MUSD 52 Facility**"). The facility has a maturity date falling 12 years after drawdown. On August 7, 2020, the Vista entities were redomiciled into Singapore entities (now being Vista Shipholding I Pte. Ltd. and Vista Shipholding II, Pte. Ltd.).

The MUSD 52 Facility bears an interest rate of daily SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our loan outstanding on this facility amounted to $17.06 million (equal to 50% of total loan outstanding of $34.12 million).

MUSD 23 Facility

On December 27, 2021, Green Stars Shipping Limited (part of our Andromeda Joint Venture with Andromeda Shipholdings Ltd.) entered into a $23 million term loan facility (the "**MUSD 23 Facility**") with a bank to finance the delivery of one MR vessel, PS Stars. The facility has a maturity date falling seven years after drawdown. The MUSD 23 Facility was fully drawn down on January 18, 2022. The MUSD 23 Facility contains a most favoured nation clause applicable to certain terms including financial covenants, cross default and creditor process provisions.

The MUSD 23 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our share of the bank borrowings outstanding under the facility was $10.29 million (equal to 50% of the total loan outstanding of $20.58 million).

MUSD 22 Facility

On July 22, 2021, Yellow Star Shipping Ltd. (part of our Andromeda Joint Venture with Andromeda Shipholdings Ltd.) entered into a $22 million term loan facility (the "**MUSD 22 Facility**") with Crédit Agricole (London) to finance the delivery of one MR vessel, Yellow Stars. The facility has a maturity date falling five years after drawdown. The MUSD 22 Facility was fully drawn down on July 27, 2021. The MUSD 22 Facility contains a most favoured nation clause applicable to additional financial covenants or changes to existing financial covenants.

The MUSD 22 Facility bears an interest rate of daily non-cumulative compounded SOFR plus a margin and is payable in quarterly instalments with a balloon at maturity.

As at December 31, 2023, our share of the bank borrowings outstanding under the facility was $9.39 million (equal to 50% of the total loan outstanding of $18.79 million).

Financial covenants – Joint Venture Credit Facilities

The Joint Venture Credit Facilities contain certain financial covenants that the relevant borrower must comply with. As at the date of this Registration Statement, we are in compliance with all financial covenants under the Joint Venture Credit Facilities. See below a description of the financial covenants in the Joint Venture Credit Facilities.

Minimum Security Value

The MUSD 111, 89, 88, 52, 23 and 22 Facilities contain a minimum security value covenant which require that the fair market value of the security vessels equates to or is higher than 125% (135% for the MUSD 22 Facility) of the outstanding loan amount with respect to each loan (to be measured on a semi-annual basis in June 30 and December 31 of each financial year).

The aggregate fair market value of the security vessels with respect to each loan facility as at December 31, 2023 is as set out in the table below.

Credit facility	Aggregate fair market value (December 31, 2023)
MUSD 111 Facility	247.8% of the outstanding loan amount
MUSD 89.6 Facility	213.8% of the outstanding loan amount
MUSD 88.5 Facility	211.4% of the outstanding loan amount
MUSD 52 Facility	293.8% of the outstanding loan amount
MUSD 23 Facility	250.9% of the outstanding loan amount
MUSD 22 Facility	264.8% of the outstanding loan amount

For the MUSD 111 Facility, MUSD 89 Facility, and MUSD 88 Facility, Hafnia as a guarantor is required to comply with the following financial covenants:

- we must ensure that our adjusted equity ratio is equal to or higher than 25%;
- we must ensure that our adjusted equity is equal to or more than $350 million; and
- we must ensure that our cash and cash equivalents under the facilities is at all times more than $60 million, of which $30 million may consist of credit lines.

Under the Joint Venture Credit Facilities, the financial covenants set out above will be tested as at June 30 and December 31 of each financial year.

For the MUSD 52 Facility, the borrowers (Vista Shipholding I Pte. Ltd. and Vista Shipholding II Pte. Ltd.) are required to ensure that the aggregate of (1) the market values of the vessels (in the security package for the MUSD 52 Facility) and (2) the market value of any additional security is at all times equal to or greater than 125% of the loan.

The financial covenants set out above will be tested once as at December 31 in each year.

Security – Joint Venture Credit Facilities

Our Joint Venture Credit Facilities and future credit facilities in our joint ventures may be secured by the following items:

- a first priority mortgage over the relevant collateralised vessels;
- a first priority assignment of earnings, insurances and charters from the mortgaged vessels for the specific facility;
- an account pledge of the vessel-owning subsidiary for the specific facility;
- a pledge of the equity interests of each vessel owning subsidiary under the specific facility; and
- a parent guarantee where the indebtedness is not taken at the level of the parent.

See the below overview of the security granted under the Joint Venture Credit Facilities and see the below additional description of the security granted under the Joint Venture Credit Facilities.

Credit facility	Mortgage over vessel(s)	Assignment of earnings, insurances, and long-term charters	Account pledge(s)	Pledge(s) of equity interests.	Guarantee
MUSD 111 Facility *Vista Joint Venture*	Yes	Yes	Yes	Yes	Yes
MUSD 89.6 Facility *Vista Joint Venture*	Yes	Yes	—	—	Yes
MUSD 88.5 Facility *Vista Joint Venture*	Yes	Yes	—	—	Yes
MUSD 52 Facility *Vista Joint Venture*	Yes	Yes	Yes	Yes	Yes
MUSD 23 Facility *Andromeda Joint Venture*	Yes	Yes	—	Yes	Yes
MUSD 22 Facility *Andromeda Joint Venture*	Yes	Yes	Yes	Yes	Yes

Please find below an overview of the vessels with a first priority mortgage for the specific credit facility under the Joint Venture Credit Facilities as at the date of this Registration Statement. In each case where a vessel has been collateralised, the mortgage is supplemented by an assignment of earnings, insurances, and long-term charters (charters exceeding 12 months) for the relevant vessel(s):

Credit facility	Collateralised vessels
MUSD 111 Facility	Hafnia Guangzhou, Hafnia Beijing, Hafnia Shenzhen, Hafnia Nanjing
MUSD 89.6 Facility	Hafnia Loire, Hafnia Languedoc
MUSD 88.5m Facility	Hafnia Larvik, Hafnia Lillesand
MUSD 52 Facility	Hafnia Hong Kong, Hafnia Shanghai
MUSD 23 Facility	PS Stars
MUSD 22 Facility	Yellow Stars

Please find below an overview of the Joint Venture Credit Facilities as at the date of this Registration Statement which have an account pledge under the specific credit facility.

Credit facility	Account Pledge
MUSD 111 Facility	Vista Shipping Pte. Ltd. has provided an account pledge with a floating charge on behalf of the four vessel-owning subsidiaries.
MUSD 52 Facility	Vista Shipholding I Pte. Ltd. and Vista Shipholding II Pte. Ltd. have provided an account pledge each with floating charges.
MUSD 22 Facility	Yellow Stars Shipping Ltd.

Under certain of the Joint Venture Credit Facilities, the security package includes a pledge of shares in the vessel-owning entities. Please find below an overview of the facilities under the Joint Venture Credit Facilities as at the date of this Registration Statement which have a pledge of the equity interests of each vessel owning subsidiary for the specific credit facility.

Credit facility	Pledge of equity interest of vessel owning subsidiary
MUSD 111 Facility	Pledges have been granted over the shares in Vista Shipholding III Pte. Ltd., Vista Shipholding IV Pte. Ltd., Vista Shipholding V Pte. Ltd., and Vista Shipholding VI Pte. Ltd.
MUSD 52 Facility	Pledges have been granted over the shares in Vista Shipholding I Pte. Ltd., and Vista Shipholding II Pte. Ltd.
MUSD 23 Facility	A pledge has been granted over the shares in Green Stars Shipping Ltd.
MUSD 22 Facility	A pledge has been granted over the shares in Yellow Stars Shipping Ltd.

Please find below an overview of the Joint Venture Credit Facilities as at the date of this Registration Statement where a guarantee has been provided by Hafnia Limited and the relevant joint venture partner to the lender:

Credit facility	Guarantor
MUSD 111 Facility	We (Hafnia Limited) and CSSC (Hong Kong) Shipping Company Limited have provided joint guarantees under this facility.
MUSD 89.6 Facility	We (Hafnia Limited) and CSSC (Hong Kong) Shipping Company Limited have provided equal several guarantees under this facility.
MUSD 88.5m Facility	We (Hafnia Limited) and CSSC (Hong Kong) Shipping Company Limited have provided equal several guarantees under this facility.
MUSD 52 Facility	We (Hafnia Limited) and CSSC (Hong Kong) Shipping Company Limited have provided joint guarantees under this facility.
MUSD 23 Facility	We (Hafnia Limited) and Andromeda Shipholdings Ltd have provided joint guarantees under this facility.
MUSD 22 Facility	We (Hafnia Limited) and Andromeda Shipholdings Ltd have provided joint guarantees under this facility.

Sale and lease-back

In addition to the above term loan and revolving credit facilities, we also finance our vessels through sale and lease-back arrangements ("**SLB**") with a variety of lessors. Under an SLB, vessels are legally sold to external leasing houses and leased (bareboat chartered) back to us. These vessels are still recognised on our balance sheet, as the sale of the vessels to external leasing houses does not meet the criteria for sale as prescribed by IFRS.

As at the date of this Registration Statement, we have the following SLBs in place:

Vessel	Lessor	Delivery Date (to Lessor)	Charter Period / Expiry Date	Amount outstanding as at December 31, 2023(1)	Amount outstanding as at December 31, 2022(1)
In thousands of U.S. dollars					
Hafnia Excel	ICBL	May 4, 2022	10-year charter period	$355,873	$385,453
Hafnia Exceed		April 26, 2022			
Hafnia Excellence		March 16, 2022			
Hafnia Executive		March 9, 2022			
Hafnia Expedite		April 26, 2022			
Hafnia Experience		June 14, 2022			
Hafnia Excelsior		March 4, 2022			
Hafnia Express		April 28, 2022			
Hafnia Precision		June 9, 2022			
Hafnia Pride		March 10, 2022			
Hafnia Prestige		March 15, 2022			
Hafnia Providence		March 14, 2022			
Hafnia Africa	Doun Kisen Co., Ltd.	October 26, 2017	October 2029	14,492	16,410
Hafnia Australia	Yong Sheng Shipping Pte. Ltd.	February 14, 2018	February 2030	15,052	17,239
Hafnia Asia	Skaatholmen Shipping Ltd.	July 13, 2018	Seven years after initial drawdown	18,165	19,373
Hafnia Aronaldo	Ocean Yield ASA	June 1, 2015	15-year charter period	44,645	47,501
Hafnia Azotic		July 22, 2015			
Hafnia Topaz	CSSC (HK)	July 29, 2021	10-year charter period	57,173	62,370
Hafnia Tourmaline		October 10, 2021			
Hafnia Tanzanite		November 30, 2021			
Hafnia Azurite	CMB Financial Leasing Co. Ltd.	March 8, 2023	10-year charter period	88,919	N/A
Hafnia Ammolite		March 13, 2023			
Hafnia Axinite		April 19, 2023			
Hafnia Amessi		March 6, 2023			
Hafnia Aquamarine		March 10, 2023			
SLBs no longer in place(1)		No longer in place	N/A	89,086	431,010
Total debt under the SLBs:				**$683,405**	**$979,356**

(1) The above table includes only those of our SLBs which are in place as at the date of this Registration Statement. The category SLBs no longer in place thus contains the sum of outstanding amounts as at December 31, 2023 and December 31, 2022, respectively, for SLBs which are no longer in place as at the date of this Registration Statement. As at December 31, 2023, the sale and lease-back arrangements in this category relate to Hafnia Achroite, Hafnia Alabaster, Hafnia Aragonite, Hafnia Viridian and Hafnia Violette. As at December 31,2022, the sale and lease-back arrangements in this category relate to Hafnia Arctic, Hafnia Saiph, Hafnia Sceptrum, Hafnia Sirius, Hafnia Sky, Hafnia Sol, Hafnia Spark, Hafnia Spica, Hafnia Stellar, Hafnia Achroite, Hafnia Adamite, Hafnia Alabaster, Hafnia Almandine, Hafnia Amazonite, Hafnia Amber, Hafnia Amethyst, Hafnia Ametrine, Hafnia Andesine, Hafnia Aragonite, Hafnia Aventurine, Hafnia Turquoise, Hafnia Viridian and Hafnia Violette.

All of our SLBs contain purchase options which entitle us to repurchase the vessels at a predetermined time and price in accordance with the terms set out in the relevant bareboat charter. Additionally, all SLBs with the exception of the Doun Kisen SLB and the Ocean Yield SLB contain purchase obligations according to which we are required to repurchase the vessels at a predetermined time and price. See "*Item 4. Information on the Company – Our Business – Bareboat and time charter-in portfolio – Purchase options*" and "*Item 4. Information on the Company – Our Business – Bareboat and time charter-in portfolio – Purchase obligations*" for additional information on these purchase obligations and purchase options.

All SLBs bear a floating interest comprised of applicable term SOFR and a margin except for the CMB SLB and the Doun Kisen SLB which bear a fixed interest.

Sale and lease-back arrangements

See below further description of our sale and lease-back arrangements in place as at the date of this Registration Statement:

CMB | Hafnia Azurite, Hafnia Ammolite, Hafnia Axinite, Hafnia Amessi, Hafnia Aquamarine

In March 2023, we refinanced five Handy vessels, Hafnia Azurite, Hafnia Ammolite, Hafnia Axinite, Hafnia Amessi, and Hafnia Aquamarine, via sale and lease-back financing arrangements with CMB Financial Leasing Co. Ltd ("**CMB**"). The vessels were delivered to CMB on March and April 2023 and chartered back to us on 10-year bareboat charters. The SLB is cross-collateralised across the five vessels in the event of cross-default of any the vessels.

Charterhire, which is paid quarterly in arrears, includes a fixed repayment and interest amount.

As at December 31, 2023, the outstanding payments under these SLBs was $88.91 million.

CSSC (HK) | Hafnia Aragonite, Hafnia Alabaster, Hafnia Achroite, Hafnia Topaz, Hafnia Tourmaline, Hafnia Tanzanite

On January 28, 2021, our wholly-owned subsidiary Chemical Tankers, Inc. entered into an SLB with CSSC (HK) for six vessels. On February 3, 2021, Hafnia Aragonite, Hafnia Alabaster and Hafnia Achroite were delivered to CSSC (HK) with 10-year bareboat charters. On July 29, 2021, Hafnia Topaz was delivered to CSSC (HK) for a 10-year bareboat charter.

On October 10, 2021 and November 30, 2021, respectively, we repurchased Hafnia Tourmaline and Hafnia Tanzanite from their SLB with Ocean Yield ASA and delivered the vessels into the CSSC (HK) SLB.

The SLB was novated to Hafnia Chemical Tankers Pte. Ltd. on December 20, 2023 for Hafnia Aragonite, Hafnia Alabaster, Hafnia Achroite, Hafnia Topaz, Hafnia Tourmaline and Hafnia Tanzanite.

The SLB contains a most favoured nation clause applicable to changes to existing financial covenants.

Charterhire, which is paid quarterly in advance, includes a fixed repayment amount per vessel in addition to a quarterly adjustment calculated on prevailing 3 month Term SOFR rates plus a margin.

As at December 31, 2023, outstanding payments under these SLBs was $107.49 million.

In February and March 2024, we repurchased Hafnia Achroite, Hafnia Alabaster and Hafnia Aragonite and refinanced them under the MUSD 303 Facility.

Doun Kisen Co., Ltd. | Hafnia Africa

On October 26, 2017, we entered into an SLB with Doun Kisen Co., Ltd. for the sale and lease-back of the vessel Hafnia Africa. This SLB will expire in October 2029.

Charterhire, which is paid monthly in advance, includes a fixed repayment amount per vessel of approximately USD0.25m per month.

As at December 31, 2023, outstanding payments under these SLBs was $14.49 million.

ICBCL | Hafnia Excel, Hafnia Exceed, Hafnia Excellence, Hafnia Executive, Hafnia Expedite, Hafnia Excelsior, Hafnia Express, Hafnia Precision, Hafnia Pride, Hafnia Prestige, Hafnia Providence.

On February 28, 2022, in connection with our acquisition of 12 LR1 tankers from Scorpio as described in "*Item 4. Information on the Company – A. History and Development of the Company – Recent Developments*", we and our wholly-owned subsidiary Hafnia Pools Pte. Ltd. entered into an SLB with ICBCL for the financing of the 12 LR1 product tankers acquired from Scorpio.

The charter period under this SLB is 10 years and provides for monthly purchase options and a purchase obligation at the end of the charter period for each vessel. All twelve vessels have been delivered by us to ICBCL.

The SLB is cross-collateralised across the 12 vessels in the event of cross-default of any the vessels. Charterhire, which is paid monthly in advance, includes a fixed repayment amount per vessel in addition to a quarterly adjustment calculated on prevailing 1 month term SOFR rates plus a margin.

As at December 31, 2023, outstanding payments under these SLBs was $355.87 million.

Ocean Yield ASA | Hafnia Aronaldo and Hafnia Azotic

On April 1, 2015, Chemical Tankers Inc., which is now our wholly-owned subsidiary, entered into an SLB with Ocean Yield ASA ("**OCY**"), in respect of four vessels (Hafnia Amessi, Hafnia Aquamarine, Hafnia Aronaldo and Hafnia Azotic) that were delivered by Hyundai Mipo Dockyard Co. Ltd between June 2015 and September 2015, and four vessels (Hafnia Turquoise, Hafnia Tanzanite, Hafnia Topaz, and Hafnia Tourmaline) that were delivered by STX Offshore and Shipbuilding Co. Ltd between April 2016 and November 2016.

Under the SLB, the eight vessels were delivered to OCY upon delivery from the relevant shipyards and Chemical Tankers, Inc. entered into 15-year bareboat charters for each vessel, each commencing upon their respective deliveries.

Subsequently, Hafnia Aquamarine, Hafnia Amessi, Hafnia Tourmaline, Hafnia Topaz and Hafnia Tanzanite have been refinanced on SLBs with other lessors in 2020 and 2021. In 2023, Hafnia Turquoise was refinanced under MUSD 303 Facility. See below for detailed description of these SLBs. Therefore, this SLB now only applies to Hafnia Aronaldo and Hafnia Azotic.

The SLB was novated to Hafnia Chemical Tankers Pte. Ltd. on December 13, 2023 for Hafnia Aronaldo and Hafnia Azotic. Charterhire, which is paid monthly in advance, includes a fixed repayment amount per vessel in addition to a quarterly adjustment calculated on prevailing 3 month Term SOFR rates. Monthly principal payments include a fixed repayment amount per vessel in addition to a quarterly adjustment calculated based on prevailing 3 month term SOFR rates.

As at December 31, 2023, outstanding payments under these SLBs was $44.65 million.

Skaatholmen Shipping Ltd. | Hafnia Asia

On July 11, 2018, we entered into an SLB with Skaatholmen Shipping Ltd. for the sale and lease-back of the vessels Hafnia Asia and Hafnia Arctic. This SLB will expire on the date following seven years from the original drawdown. On February 3, 2023, we divested the vessel Hafnia Arctic and therefore now only Hafnia Asia is financed under an SLB with Skaatholmen Shipping Ltd.

Charterhire, which is paid quarterly in advance, includes a fixed repayment amount per vessel in addition to a quarterly adjustment calculated on prevailing 3 month term SOFR rates plus a margin.

As at December 31, 2023, outstanding payments under this SLB was $18.17 million.

Yong Sheng Shipping Pte. Ltd. | Hafnia Australia

On December 29, 2017, we entered into an SLB with Yong Sheng Shipping Pte. Ltd. for the sale and lease-back of the vessel Hafnia Australia. This SLB will expire in February 2030.

Charterhire, which is paid quarterly in advance, includes a fixed repayment amount per vessel in addition to a quarterly adjustment calculated on prevailing 3 month term SOFR rates plus a margin.

As at December 31, 2023, outstanding payments under these SLBs was $15.05 million.

Financial covenants – SLBs

Our SLBs contain certain financial covenants that the relevant borrower must comply with. As at the date of this Registration Statement, we are in compliance with all financial covenants under our SLBs.

See below a description of the financial covenants in the SLBs that we (as a group) are required to comply with:

- we must ensure that our adjusted equity ratio is equal to or higher than 25%;
- we must ensure that our adjusted equity is equal to or more than $350 million; and

- we must ensure that our cash and cash equivalents under the facilities is at all times more than $60 million, of which $30 million may consist of credit lines.

Under the SLBs, the financial covenants set out above will be tested with respect to each SLB as at June 30 and December 31 of each financial year.

Adjusted equity ratio is adjusted equity expressed as a percentage of the sum of liabilities and adjusted equity. Adjusted equity is the total shareholders' equity as presented in our consolidated financial statements after adjusting the vessels' values to their fair market values. Cash and cash equivalents are as presented in our consolidated financial statements.

As at December 31, 2023, our adjusted equity ratio was 68.7%, our adjusted equity was $3,700.1 million and the cash and cash equivalents and the available credit line was $462.6 million.

Minimum Fair Value

Our SLBs with CSSC (HK) require us to maintain a minimum fair value of the collateral of >125% per vessel. As at December 31, 2023, we were in compliance with this requirement as the fair value of vessels under the SLBs with CSSC (HK) was between 216.1% and 229.1% of the outstanding balance.

Security – SLBs

Our SLBs may be secured by the following items:

- a first priority assignment of earnings, insurances, and long-term charters from the bareboat chartered vessels to the lessors for the specific SLB; and
- an account pledge of the bareboat charterer to the respective lessors for the specific SLB; and
- a parent guarantee where the SLB is not entered into at the level of the parent company;

See the below overview of the security granted under the SLBs and see below additional description of the security granted under the SLBs.

SLB	Assignment of earnings, insurances, and long-term charters	Account pledge(s)	Parent Guarantee
CMB Financial Leasing Co. Ltd.	Yes	—	Yes
CSSC (HK)	Yes	Yes	Yes
Doun Kisen Co., Ltd.	Yes	—	Yes
ICBCL	Yes	—	Yes
Ocean Yield ASA	Yes	—	Yes
Skaatholmen Shipping Ltd.	Yes	—	Yes
Yong Sheng Shipping Pte. Ltd.	Yes	—	Yes

See the below overview of the SLBs as at the date of this Registration Statement which have a first priority assignment of earnings, insurances, and long-term charters from the bareboat chartered vessels to the lessors for the specific facility.

SLB	First priority assignment of earnings, insurances, and long-term charters from bareboat chartered vessels
CMB Financial Leasing Co. Ltd.	Hafnia Azurite, Hafnia Ammolite, Hafnia Axinite, Hafnia Amessi, Hafnia Aquamarine
CSSC (HK)	Hafnia Topaz, Hafnia Tourmaline, Hafnia Tanzanite
Doun Kisen Co., Ltd.	Hafnia Africa
ICBCL	Hafnia Excel, Hafnia Exceed, Hafnia Excellence, Hafnia Executive, Hafnia Expedite, Hafnia Experience, Hafnia Excelsior, Hafnia Express, Hafnia Precision, Hafnia Pride, Hafnia Prestige, Hafnia Providence
Ocean Yield ASA	Hafnia Aronaldo, Hafnia Azotic
Skaatholmen Shipping Ltd.	Hafnia Asia
Yong Sheng Shipping Pte. Ltd.	Hafnia Australia

See the below overview of the SLBs as at the date of this Registration Statement which have an account pledge of the bareboat charterer to the respective lessors for the specific facility:

SLB	Account Pledge of Bareboat Charterer
CSSC (HK)	Hafnia Chemical Tankers Pte. Ltd. has provided an account pledge with a fixed charge on a cash collateral account as part of the novation of the SLBs relating to six vessels.

All SLBs as at the date of this Registration Statement have a parent guarantee from Hafnia Limited over the bareboat charterparty agreement where the SLB is not taken at the level of the parent.

Guarantees

As described above, we have issued guarantees to banks and other companies in relation to our Hafnia Credit Facilities, Joint Venture Credit Facilities and SLBs.

We have issued financial guarantees to certain banks in respect of the Hafnia Credit Facilities and SLBs granted to our wholly-owned subsidiaries. These bank borrowings and outstanding payments under SLBs amount to $1,263.1 million as at December 31, 2023 (December 31, 2022: $1,717.0 million). Corporate guarantees given will become due and payable on demand if an event of default occurs.

We and CSSC Shipping have issued several financial guarantees to certain banks in respect of credit facilities granted to our Vista Joint Venture. Bank borrowings provided to the Vista Joint Venture amounted to $246.9 as at December 31, 2023 (December 31, 2022: 130.8 million). Corporate guarantees given will become due and payable on demand if an event of default occurs.

We and Andromeda Shipholdings have issued a joint financial guarantee to certain banks in respect of credit facilities granted to our Andromeda Joint Venture. Bank borrowings provided to the Andromeda Joint Venture amounted to $39.4 million as at December 31, 2023 (December 31, 2022: 42.3 million). Corporate guarantees given will become due and payable on demand if an event of default occurs.

Loans Receivable

We and/or one of our subsidiaries have provided loans to certain of our joint ventures and to our commercial pools.

Loans provided to joint ventures

As at December 31, 2023, we have provided $69.6 million (December 31, 2022: $74.2 million) as shareholder loans to our Vista Joint Venture. The loans receivable from the Vista Joint Venture are unsecured, bear interest at SOFR + 3% per annum and have no fixed terms of repayment. As we do not expect the Vista Joint Venture to settle the loans within the next 12 months, the loans receivable are classified as “non-current” receivables. In substance, we consider these loan receivables as an extension of our investments in the Vista Joint Venture.

As at December 31, 2023, we have provided $15.5 million as shareholder loans to our Socatra Joint Venture under loan facilities amounting to a total of $103.3 million. The loans receivable from the Socatra Joint Venture are unsecured, bear interest at a rate from time to time corresponding to the maximum deductible rate acceptable by French tax authorities as published every quarter (as at December 31, 2023: 4.65%) and have no fixed terms of repayment. As we do not expect the Socatra Joint Venture to settle the loans within the next 12 months, the loans receivable are classified as “non-current” receivables. In substance, we consider these loan receivables as an extension of our investments in the Socatra Joint Venture.

Loans provided to the Pools

In 2021, we provided a working capital loan to the Pools. In 2022, we provided additional financing to commercial pools of $15.0 million. We have been fully repaid under these financing arrangements.

From time to time, we may provide working capital loans to participants in the Pools. These loans are provided with funds drawn under our MUSD 175 Facility - UOB or our MUSD 175 Facility - Citi. As stated in “*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources – Financing Arrangements – Hafnia Credit Facilities*” above, the total amount drawn under these two facilities as at December 31, 2023, was $60 million and $53 million, respectively.

Capital Expenditures

We make capital expenditures from time to time in connection with drydocking activities and maintenance in the ordinary course and in order to comply with environmental and other governmental regulations and in connection with our vessel acquisitions. We may in the future enter contracts to acquire newbuilds, or resale contracts or to acquire second-hand vessels.

We have purchase options and purchase obligations under certain of our time charter in and bareboat charter in agreements – see "*Item 4. Information on the Company – B. Business Overview*" for additional information on these purchase options and purchase obligations. In the future, we will have to make capital expenditures in relation to purchase obligations and may elect to use our purchase options, which will also require capital expenditures.

The table below presents our capital expenditures for the years ended December 31, 2023, 2022 and 2021. The table does not include capital expenditures in our joint ventures, nor does it include non-cash transactions.

Capital Expenditures

($ million)	**2023**	**2022**	**2021**
Vessels	$153.1	$399.1	$ 2.3
Drydocking and scrubbers	25.8	39.3	17.4
Ballast Water Treatment System(1)	5.4	7.7	6.7
Others	0.1	1.0	0.3
Purchase of property, plant and equipment	**$184.4**	**$447.1**	**$26.7**

(1) In our consolidated financial statements for the years ended December 31, 2022 and 2021, this amount related to ballast water treatment systems is considered included under "Vessels".

See below detailed description of these capital expenditures.

Vessel acquisition, construction and divestment

Vessel acquisitions

In the period from January 1, 2024 until the date of this Registration Statement, we acquired no new vessels (excluding vessels acquired pursuant to purchase options in our sale and lease-back arrangements) and took delivery of one new vessel in our Vista Joint Venture. In 2023, we acquired four new vessels. Additionally, we took delivery of three newbuild vessels in our Vista Joint Venture. In 2022, we acquired 44 vessels, primarily through the acquisition of 12 product tankers from Scorpio and our acquisition of Chemical Tankers Inc. as further described in "*Item 4. Information on the Company – A. History and Development of the Company".* Additionally, our Andromeda Joint Venture took delivery of a newbuild vessel, PS Stars, in 2022. In 2021, we took delivery of the vessel Yellow Stars in our Andromeda Joint Venture.

The table below lists the vessels acquired by us and our joint ventures in 2023, 2022 and 2021. Please note that the list does not include vessel acquisitions as a result of the exercise of purchase options in sale and lease-back arrangements.

Vessel	**Vessel Type**	**Constructed/Acquired**	**During the year ended December 31, 20__**
Hafnia Lillesand(1)	LR2	Constructed	24
Hafnia Larvik(1)	LR2	Constructed	23
Hafnia Loire(1)	LR2	Constructed	23
Hafnia Languedoc(1)	LR2	Constructed	23
Hafnia Valentino	MR	Acquired	23
Hafnia Atlantic	MR	Acquired	23
Hafnia Pacific	MR	Acquired	23
Hafnia Pioneer	LR1	Acquired	23
Hafnia Viridian(2)	MR	Acquired	22
Hafnia Violette(2)	MR	Acquired	22
Hafnia Turquoise(2)	MR	Acquired	22
Hafnia Topaz(2)	MR	Acquired	22

Vessel	Vessel Type	Constructed/Acquired	During the year ended December 31, 20__
Hafnia Tourmaline(2)	MR	Acquired	22
Hafnia Tanzanite(2)	MR	Acquired	22
Hafnia Almandine(2)	Handy	Acquired	22
Hafnia Amber(2)	Handy	Acquired	22
Hafnia Amethyst(2)	Handy	Acquired	22
Hafnia Ametrine(2)	Handy	Acquired	22
Hafnia Aventurine(2)	Handy	Acquired	22
Hafnia Andesine(2)	Handy	Acquired	22
Hafnia Aronaldo(2)	Handy	Acquired	22
Hafnia Aquamarine(2)	Handy	Acquired	22
Hafnia Axinite(2)	Handy	Acquired	22
Hafnia Amessi(2)	Handy	Acquired	22
Hafnia Amazonite(2)	Handy	Acquired	22
Hafnia Ammolite(2)	Handy	Acquired	22
Hafnia Azurite(2)	Handy	Acquired	22
Hafnia Azotic(2)	Handy	Acquired	22
Hafnia Adamite(2)	Handy	Acquired	22
Hafnia Aragonite(2)	Handy	Acquired	22
Hafnia Alabaster(2)	Handy	Acquired	22
Hafnia Achroite(2)	Handy	Acquired	22
Hafnia Sirius(2)(3)	Stainless	Acquired	22
Hafnia Sky(2)(3)	Stainless	Acquired	22
Hafnia Spark(2)(3)	Stainless	Acquired	22
Hafnia Stellar(2)(3)	Stainless	Acquired	22
Hafnia Saiph(2)(3)	Stainless	Acquired	22
Hafnia Sceptrum(2)(3)	Stainless	Acquired	22
Hafnia Spica(2)(3)	Stainless	Acquired	22
Hafnia Sol(2)(3)	Stainless	Acquired	22
Hafnia Precision	LR1	Acquired	22
Hafnia Prestige	LR1	Acquired	22
Hafnia Pride	LR1	Acquired	22
Hafnia Providence	LR1	Acquired	22
Hafnia Experience	LR1	Acquired	22
Hafnia Excelsior	LR1	Acquired	22
Hafnia Exceed	LR1	Acquired	22
Hafnia Expedite	LR1	Acquired	22
Hafnia Excellence	LR1	Acquired	22
Hafnia Excel	LR1	Acquired	22
Hafnia Executive	LR1	Acquired	22
Hafnia Express	LR1	Acquired	22
PS Stars(4)	MR	Constructed	22
Yellow Stars(4)	MR	Constructed	21

(1) Owned through our Vista Joint Venture.

(2) We acquired these vessels in the CTI Transaction which was a non-cash transaction. Therefore, the purchase price for these vessels is not included in the overview of capital expenditures above.

(3) We have divested these non-core vessels.

(4) Owned through our Andromeda Joint Venture.

Vessel construction

As at the date of this Registration Statement, our Ecomar Joint Venture has four newbuilds on order. See below a list of the shipbuilding contracts entered into in connection with such orders:

Vessel	Vessel Type	Expected delivery during the year ended December 31, 20__	Shipyard
Hull no. 21110074[1]	MR	25	GSI
Hull no. 21110075[1]	MR	25	GSI
Hull no. 23110004[1]	MR	25	GSI
Hull no. 23110005[1]	MR	26	GSI

(1) Owned through our Ecomar Joint Venture.

Vessel divestments

In 2023, we have divested six vessels. In 2022, we divested 18 vessels. In 2021, we divested three vessels. For additional descriptions of the development of our fleet, see "*Item 4. Information on the Company – Business Overview*".

Vessel Modification and Upgrades

From time to time, we have to make capital expenditures in order to modify and upgrade our Hafnia Vessels, including in order to comply with applicable environmental rules and regulations. Ongoing costs for compliance with environmental regulations and society classification survey costs are a component of our vessel operating expenses.

It is likely that we will in the future have to incur additional costs to ensure that our Hafnia Vessels are in compliance with applicable regulations. We are not currently aware of any regulatory changes or environmental liabilities that we anticipate will necessitate significant vessel modifications or vessel upgrades which will have a material impact on our results of operations or financial condition.

Drydock

From time to time, and no less than once every five years, each of our Hafnia Vessels has to be drydocked for maintenance, repairs and surveys. See "*Item 4. Information on the Company – B. Business Overview – Classification Societies*" for additional description of the classification society surveys our vessels are subject to. The actual cost of drydocking a vessel depends on several factors, including the location of the drydock and whether any specific vessel maintenance or vessel upgrades need to be carried out while the vessel is in drydock. We try to coordinate any vessel modification and vessel upgrades, so they can be performed while the vessel is in drydock for its regular special surveys.

During the years ended December 31, 2023, 2022, and 2021, we completed the following drydocks, as described below:

	2023	2022	2021
Number of vessels	17	14	13
Cost (thousands of U.S. dollars)	$25,831	$39,320	$17,405
Off-hire days related to drydocks	436	482	421

For the Hafnia Vessels we had in operation as at December 31, 2023, we foresee the following drydocks and related costs for the period through December 31, 2027:

	For the Years Ending December 31,			
	2024	2025	2026	2027
Number of vessels	16	45[1]	26	12
Expected cost (thousands of U.S. dollars)	$28,200	$143,100[2]	$68,400	$22,850

(1) The number of vessels that will be drydocked in 2025 is larger than normal as we have a large number of vessels which were constructed in 2015.

(2) The expected costs of drydocks per vessel for 2025 is higher than other years as a number of the vessels being drydocked in 2025 will have work performed on their COT coating which makes drydocking of these vessels more expensive than other drydockings.

In addition to the above-listed expected costs for planned drydocks, we may have to incur costs related to emergency drydocks if a vessel is damaged and requires repairs that need to be conducted while the vessel is out of the water. As our fleet matures and expands, our drydock expenses will likely increase.

Ballast Water Treatment Systems

We have installed ballast water treatment systems on all of our Hafnia Vessels except three vessels, all of which are scheduled to have ballast water treatment systems installed by Q2 of 2024. We may in the future be required to make capital expenditures relating to ballast water treatment systems if we purchase second-hand vessels that do not have the necessary equipment or if changing regulations or changing circumstances require us to replace or update the ballast water treatment systems installed on our Hafnia Vessels. We do not have off-hire days which are only related to the installation of ballast water treatment systems as we coordinate the installation of ballast water treatment systems to take place while the vessels are in drydock for their special surveys.

The following table summarises ballast water treatment systems activity for the years ended December 31, 2023, 2022 and 2021:

	2023	2022	2021
Number of vessels(1)	6	6	10
Cost (thousands of U.S. dollars)(2)	$5,379	$7,744	$6,722

(1) The number of vessels is the number of Hafnia Vessels where the installation of BWTS was completed in the year ended December 31, 2023, 2022 and 2021, respectively.

(2) The costs relating to the installation of BWTS is split over several years. The numbers included in the table above are the costs that according to our accounting policies are attributable to each year, not the costs relating to the installations listed under "Number of vessels".

Exhaust Gas Cleaning Systems (Scrubbers)

In the years ended December 31, 2023, 2022 and 2021, we have not installed any scrubbers on our Hafnia Vessels. We do not currently have any plans for further installation of scrubbers on the Hafnia Vessels. We may in the future be required to make capital expenditures relating to scrubbers, if we purchase second-hand vessels that do not have the necessary equipment or if changing regulations or changing circumstances require us to replace or update the scrubbers installed on our Hafnia Vessels.

Projects and upgrades

In addition to upgrades required pursuant to new regulations and repairs and modifications performed during our normal drydocks, we aim to continuously make environmental upgrades to our Hafnia Vessels to increase their energy efficiency, decrease emissions and to improve their environmental impact. Additionally, we make upgrades and modifications to our Hafnia Vessels to extend their commercial lives. Such upgrades are ordinarily scheduled for a vessel's third special survey, which is performed in its 15th year.

During the years ended December 31, 2023, 2022, and 2021, the costs of our projects and upgrades (which were not attributable to ordinary drydocks, other vessel surveys, or installation of ballast water treatment systems) were:

	2023	2022	2021
Cost (thousands of U.S. dollars)	$9,206	$5,725	$2,259

For the Hafnia Vessels we had in operation as at December 31, 2023, we have budgeted for the following projects and upgrades in addition to our planned drydocks and the below mentioned installation of ballast water treatment systems for the period through December 31, 2027:

	For the Years Ending December 31,			
	2024	2025	2026	2027
Expected cost (thousands of U.S. dollars)	$4,550	$4,550	$4,550	$4,550

Dividends

In November 2022, we updated our dividend policy. See "*Item 8. Financial Information – A. Consolidated Statements and Other Financial Information – Dividend Policy*" for additional information on this new dividend policy. The declaration and payment of dividends is subject to the discretion of our Board of Directors.

Our Fleet – Illustrative comparison of excess of carrying amounts over estimated charter-free market value of certain Hafnia Vessels.

During the past few years, the market values of vessels have experienced particular volatility and as a result, the charter-free market value, or basic market value, of all vessels are well above the carrying amounts of those vessels.

The table set forth below indicates the carrying amount of each of our Hafnia Vessels as at December 31, 2023 and December 31, 2022 and the aggregate difference between the carrying amount and the market value represented by such vessels (see footnotes to the table set forth below). This aggregate difference represents the approximate analysis of the amount by which we believe we would record a gain if we sold those vessels, in the current environment, on industry standard terms, in cash transactions and to a willing buyer where we are not under any compulsion to sell, and where the buyer is not under any compulsion to buy. For purposes of this calculation, we have assumed (i) that the vessels would be sold at a price that reflects our estimate of their basic market values and (ii) for vessels that are under lease financing arrangements, the carrying value of the vessel at the date indicated would be the price at which we would purchase those vessels back from the lessor. We have not included in the table below those of our vessels that are accounted for as right of use assets under *IFRS 16 – Leases* or any of our JV Vessels.

Our estimate of basic market value assumes that our vessels are all in good and seaworthy condition without need for repair and if inspected would be certified in class without notations of any kind. Additionally, our estimate of each vessel's basic market rate takes into account the estimated cost to sell the vessel. Our estimates are based on information available from various industry sources, including:

- reports by industry analysts and data providers that focus on our industry and related dynamics affecting vessel values;
- news and industry reports of similar vessel sales;
- news and industry reports of sales of vessels that are not similar to our vessels where we have made certain adjustments in an attempt to derive information that can be used as part of our estimates;
- approximate market values for our vessels or similar vessels that we have received from ship brokers, whether solicited or unsolicited, or that ship brokers have generally disseminated;
- offers that we may have received from potential purchasers of our vessels; and
- vessel sale prices and values of which we are aware through both formal and informal communications with shipowners, shipbrokers, industry analysts and various other shipping industry participants and observers.

As we obtain information from various industry and other sources, our estimates of basic market value are inherently uncertain. In addition, vessel values and revenues are highly volatile; as such, our estimates may not be indicative of the current or future basic market value of our Hafnia Vessels or prices that we could achieve if we were to sell them.

		Carrying value as at,	
Vessel Name	**Year Built**	**December 31, 2023**	**December 31, 2022**
BW Bobcat	2014	$23,606,207	$24,958,741
BW Egret	2014	24,450,387	26,016,633
BW Falcon	2015	26,118,578	27,656,857
BW Jaguar	2014	22,919,009	23,496,316
BW Kestrel	2015	26,223,457	27,826,389
BW Merlin	2015	26,307,548	27,831,412
BW Neso	2019	42,337,092	44,987,873
BW Osprey	2015	26,339,866	27,907,202

Vessel Name	Year Built	Carrying value as at, December 31, 2023	December 31, 2022
BW Wren	2016	28,262,790	29,863,120
Hafnia Achroite	2016	24,846,934	26,214,937
Hafnia Adamite	2015	23,488,678	24,797,550
Hafnia Africa	2010	18,049,891	19,482,803
Hafnia Alabaster	2015	23,504,135	24,798,137
Hafnia Almandine	2015	24,003,144	25,048,190
Hafnia Amazonite	2015	23,528,133	24,777,919
Hafnia Amber	2015	23,411,360	24,760,497
Hafnia Amessi	2015	23,527,005	24,798,739
Hafnia Amethyst	2015	23,487,660	24,785,656
Hafnia Ametrine	2015	23,441,127	24,777,732
Hafnia Ammolite	2015	23,507,863	24,788,383
Hafnia Andesine	2015	23,537,380	24,833,810
Hafnia Andrea	2015	26,020,328	27,547,241
Hafnia Andromeda	2011	17,503,464	18,902,870
Hafnia Ane	2015	24,502,004	25,882,013
Hafnia Aquamarine	2015	23,479,481	24,775,759
Hafnia Aragonite	2015	23,429,984	24,740,358
Hafnia Arctic	2010	N/A(1)	20,145,391
Hafnia Aronaldo	2015	23,442,564	24,749,234
Hafnia Asia	2010	17,993,975	19,363,769
Hafnia Atlantic	2017	41,078,950	N/A(2)
Hafnia Australia	2010	18,252,561	19,783,945
Hafnia Aventurine	2015	23,468,959	24,771,187
Hafnia Axinite	2015	23,480,218	24,774,741
Hafnia Azotic	2015	23,784,342	25,090,654
Hafnia Azurite	2015	23,532,843	24,778,145
Hafnia Bering	2015	22,326,357	23,547,477
Hafnia Caterina	2015	26,248,830	27,810,786
Hafnia Cheetah	2014	23,544,442	24,625,259
Hafnia Columbia	2007	N/A(1)	12,889,471
Hafnia Cougar	2014	23,464,594	24,355,087
Hafnia Crux	2012	20,043,655	21,401,567
Hafnia Daisy	2016	27,455,842	28,881,869
Hafnia Danube	2007	N/A(1)	12,836,728
Hafnia Despina	2019	40,600,539	42,189,473
Hafnia Eagle	2015	26,313,914	27,935,463
Hafnia Exceed	2016	31,774,179	33,223,720
Hafnia Excel	2015	29,323,176	31,246,847
Hafnia Excellence	2016	31,457,094	33,029,250
Hafnia Excelsior	2016	31,061,773	32,962,634
Hafnia Executive	2016	31,505,543	32,996,014
Hafnia Expedite	2016	31,313,518	33,218,348
Hafnia Experience	2016	31,581,226	33,479,281
Hafnia Express	2016	31,730,122	33,264,949
Hafnia Galatea	2019	40,793,393	42,650,422
Hafnia Hawk	2015	26,194,512	27,775,071
Hafnia Henriette	2016	25,797,566	27,208,118
Hafnia Hudson	2007	N/A(1)	12,957,234
Hafnia Kallang	2017	32,912,362	34,691,182
Hafnia Kirsten	2017	27,568,439	29,067,242
Hafnia Kronborg	2007	N/A(1)	13,706,504
Hafnia Larissa	2019	41,098,911	43,004,189
Hafnia Lene	2015	24,573,331	25,989,392
Hafnia Leo	2013	21,429,555	20,583,675
Hafnia Leopard	2014	23,150,842	23,774,997
Hafnia Libra	2013	21,368,744	20,618,719
Hafnia Lioness	2014	23,258,692	24,235,937
Hafnia Lise	2016	27,435,775	28,861,696
Hafnia Lotte	2017	27,573,810	29,077,103
Hafnia Lupus	2012	19,872,069	21,206,928
Hafnia Lynx	2013	23,205,849	22,261,917
Hafnia Magellan	2015	22,498,026	23,659,091
Hafnia Malacca	2015	22,408,042	23,592,294

Vessel Name	Year Built	Carrying value as at, December 31, 2023	Carrying value as at, December 31, 2022
Hafnia Mikala	2017	27,931,008	29,409,058
Hafnia Myna	2015	26,408,029	27,996,226
Hafnia Nile	2017	33,393,259	35,128,246
Hafnia Nordica	2010	15,120,790	16,328,743
Hafnia Pacific	2017	41,345,335	N/A(2)
Hafnia Panther	2014	23,682,983	25,044,022
Hafnia Pegasus	2010	15,665,875	16,725,893
Hafnia Petrel	2016	28,105,643	29,707,649
Hafnia Phoenix	2013	21,702,686	20,557,051
Hafnia Pioneer	2013	31,949,579	N/A(2)
Hafnia Precision	2016	31,600,474	33,483,373
Hafnia Prestige	2016	31,246,864	33,072,710
Hafnia Pride	2016	31,162,474	33,015,215
Hafnia Providence	2016	31,194,011	33,040,693
Hafnia Puma	2013	22,217,387	22,149,306
Hafnia Raven	2015	26,481,959	27,996,133
Hafnia Rhine	2008	N/A(1)	12,305,570
Hafnia Seine	2008	13,724,443	12,428,080
Hafnia Shinano	2008	11,895,377	12,213,565
Hafnia Soya	2015	22,511,724	23,674,677
Hafnia Sunda	2015	22,466,853	23,627,721
Hafnia Swift	2016	28,119,537	29,653,059
Hafnia Tagus	2017	33,175,695	34,954,393
Hafnia Tanzanite	2016	27,715,096	29,556,775
Hafnia Taurus	2011	17,501,019	18,883,533
Hafnia Thalassa	2019	42,853,762	45,464,543
Hafnia Thames	2008	13,858,428	12,157,365
Hafnia Tiger	2014	22,934,647	23,722,806
Hafnia Topaz	2016	28,516,699	30,012,176
Hafnia Torres	2016	24,061,786	25,373,014
Hafnia Tourmaline	2016	29,310,207	31,105,040
Hafnia Triton	2019	42,634,021	45,180,278
Hafnia Turquoise	2016	28,617,293	30,185,024
Hafnia Valentino	2015	34,666,310	N/A(2)
Hafnia Violette	2016	25,622,934	26,976,269
Hafnia Viridian	2015	25,574,743	26,921,795
Hafnia Yangtze	2009	12,833,074	13,330,853
Hafnia Yarra	2017	33,337,794	35,100,737
Hafnia Zambesi	2010	15,204,202	16,516,262

(1) These vessels were divested in 2023.
(2) These vessels were acquired in 2023.

As at December 31, 2023, the basic charter-free market value is higher than each vessel's carrying value.

Material Cash Requirements

The following table sets forth our material cash requirements as at December 31, 2023:

In millions of U.S. dollars	Less than 1 year	1 to 3 years	4 to 5 years	More than 5 years
Principal obligations under secured credit facilities(1)	$175.9	$371.33	$5.75	$24.39
Principal obligations under sale and lease-back liabilities(1)	58.05	133.31	140.63	354.04
Obligations under IFRS 16 – lease liabilities(2)	36.02	4.34	—	—
Estimated interest payments on secured credit facilities(3)	28.89	33.36	3.08	0.11
Estimated interest payments on sale and lease-back liabilities(3)	30.64	52.32	39.94	31.42
Expected drydocking costs	28.20	211.50	56.65	N/A(4)
Total	**$357.70**	**$806.16**	**$246.05**	**$409.96**

(1) Represents principal and maturity payments due on our secured credit facilities and sale and lease-back liabilities which are described in Note 21 and Note 23 of our Consolidated Financial Statements included in Item 17 of this Registration Statement. These payments are based on amounts outstanding as at December 31, 2023.

(2) Represents our obligations on our IFRS 16 lease liabilities.

(3) Represents estimated interest payments on our secured credit facilities and sale and lease-back liabilities. These payments were estimated by taking into consideration: (i) the margin on each financing arrangement and (ii) the forward interest rate curve calculated from interest swap rates, as published by a third party, as at December 31, 2023. The forward curve was calculated as follows as at December 31, 2023:

Year 1	$59.5
Year 2	$50.5
Years 3 to 5	$78.2
Over 5 years	$31.5

(4) While we will incur costs relating to drydocks in the future, including more than five years in the future, we only do five-year forecasts and therefore are not able to accurately estimate the costs of drydocks after five years.

Off-Balance Sheet Arrangements

We are committed to make certain charter hire payments to third parties for chartered-in vessels. IFRS 16 requires us to recognise, on a discounted basis, the rights and obligations created by the commitment to lease assets on the balance sheet. Leases with a term of lease less than 12 months or of low value would be considered as off-balance sheet arrangements.

Additionally, we have previously had $50 million receivables purchase facility in place which was an off-balance sheet arrangement. This $50 million receivables purchase facility is no longer in place.

Derivatives

We used financial instruments to reduce the risk associated with fluctuations in interest rates, commodity prices and foreign currency exchange rates. See Note 2 and Note 12 in our Consolidated Financial Statements included herein for additional information.

Recent Accounting Pronouncements

During the financial years ended December 31, 2023, 2022 and 2021, we have applied a number of new IFRS standards and amendments to IFRS standards as they have become effective.

The adoption of such new and revised IFRS standards has not resulted in significant changes to our accounting policies and has no material effect on the amounts reported in our consolidated financial statements attached to this Registration Statement. For further description of these amendments to our accounting policies see Note 2 to our Consolidated Financial Statements for the years ended December 31, 2023, 2022 and 2021, respectively, all of which are included in Item 17 of this Registration Statement.

C. Research and Development, Patents and Licenses, Etc.

Not applicable.

D. Trend Information

We are dependent on the charter rates and freight rates that the vessels in our Combined Fleet, particularly the vessels in our Hafnia Fleet, can achieve. Charter rates and freight rates for product tankers are largely dependent on the market dynamics within the product tanker market at any given time. The product tanker market has been cyclical and volatile in the past and may be volatile in the future.

In recent years, the market for product tankers has particularly been impacted by the war between Ukraine and Russia and the sanctions imposed on Russia and Russian oil. This war was the catalyst for a significant change in international trading patterns which had a material positive influence on the product tanker market. We believe that the market for product tankers is reaching a new balance after the immediate volatility caused by the Russia-Ukraine war which led to high earnings in the product tanker industry and that although the tonne-mile gain from the sanctions on Russia and Russian oil will continue to influence the market for product tankers in the future, they will play a lesser role going forward. While geopolitical concerns persist, the impact on the product tanker market from the war between Ukraine and Russia is currently limited while we have seen an increased impact on the product tanker market resulting from the disruption to shipping in the Red Sea in connection with the conflict between Israel and Hamas. If tankers need to take the longer route around the Cape

of Good Hope to avoid security concerns and/or rising insurance premiums, the decrease of tanker capacity may lead to an increase of freight rates. We have seen such an increase in freight rates due to the disruptions in the Red Sea, however, we are not able to accurately assess or estimate at this time the potential continuing impact of the disruptions in the Red Sea, particularly due to uncertainties relating to the duration of the disruptions.

Looking ahead, the outlook for product tankers remains favourable, with demand growth continuing to exceed supply growth, and with the fundamentals supporting a positive trajectory for product tankers. The decreasing volatility of the Russia-Ukraine war means that seasonal effects have re-emerged and the winter seasons have historically demonstrated strength for the product tanker market.

We believe that the increase in refinery margins combined with challenges such as the drought in the Panama Canal which has led to a reduction of daily transits, increased waiting times and less tonnage supply in the market will lead to tonne-mile gains for product tankers. Additionally, low water levels in certain places such as the Amazon River may increase the demand for shallow draft vessels which we have a number of. Additionally, we expect more opportunities for demand for "clean" tankers as a result of the growth of petrochemical manufacturing plants in China which will allow for increased trade within the region and exports to Asia, South America and Europe.

Additionally, the global tanker fleet is rapidly aging and there is a low number of newbuilding orders for all segments; from Handy size to Very Large Crude Carriers. Our analyses indicate that the combination of an increased volume of vessels being recycled and reduced utilization stemming from the aging of the global fleet will contribute to create a tighter supply and demand scenario which should support continued strong earnings within the next three to five years.

For more information on the trends affecting our business, see "*Item 4. Information on the Company – B. Business Overview – The International Shipping Industry*".

E. Critical Accounting Judgement and Estimates

Our consolidated financial statements are prepared in conformity with IFRS, as issued by the IASB.

In preparing our consolidated financial statements, we make judgments, estimates and assumptions about the application of our accounting policies which affect the reported amounts of assets, liabilities, revenue, and expenses. These judgments, estimates and assumptions are affected by the accounting policies applied. Certain amounts included in or affecting this Registration Statement and our consolidated financial statements and related disclosures are estimated, requiring us to make assumptions with respect to values or conditions which cannot be known with certainty at the time the consolidated financial statements are prepared. A critical accounting estimate or assumption is one which is both important to the portrayal of our financial condition and results and requires management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Management evaluates such estimates on an ongoing basis, using historical results and experience, consideration of relevant trends, consultation with experts and other methods considered reasonable in the particular circumstances. Our management believes that the accounting estimates employed for the historical financial statements for Hafnia Limited are appropriate and the resulting financial statement line items are reasonable. However, future results of Hafnia Limited could differ from original estimates requiring adjustments to financial statement line items in future periods.

Our critical accounting judgments and estimates relating to "*Accounting for pool arrangements*", "*Identification of cash-generating units*", "*Impairment/Reversals of impairment of non-financial assets*" and "*Vessel life and residual value*" are further described in the notes to our Consolidated Financial Statements, which are filed as part of this Registration Statement, beginning on page F-0; see in particular Note 2 in general, Note 2.3 *"Critical accounting judgments and estimates",* and Note 9 "*Property, plant and equipment".*

F. Safe Harbor

Forward-looking information discussed in this Item 5 includes assumptions, expectations, projections, intentions, and beliefs about future events. These statements are intended as "forward-looking statements".

We caution that assumptions, expectations, projections, intentions, and beliefs about future events may and often do vary from actual results and the difference can be material. See the section entitled "Cautionary Statement Regarding Forward-Looking Statements" at the beginning of this Registration Statement.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth information regarding our executive officers and directors as at the date of this Registration Statement.

Name	Position
Mikael Øpstun Skov	Chief Executive Officer
Petrus Wouter Van Echtelt	Chief Financial Officer
Andreas Sohmen-Pao	Chair of the Board of Directors
Erik Bartnes	Director
Donald John Ridgway	Director
Peter Graham Read	Director
Su Yin Anand	Director

The business address of the directors and officers is 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438, Singapore.

The following is a brief biography of each of our executive officers and directors:

Biographies of Executive Officers and Directors

Mikael Øpstun Skov, Chief Executive Officer

Mikael Øpstun Skov is the chief executive officer of Hafnia, a role he assumed in January 2019 after the merger between Hafnia Tankers and BW Tankers. Mr. Skov was the co-founder and CEO of Hafnia Tankers and has more than 35 years of experience in the shipping industry. Prior to establishing Hafnia Tankers, Mr. Skov held various positions over his 25-year career at Torm A/S, of which the last two years he served as CEO. Mr. Skov is a board member of BLS Invest and Clipper Group Ltd. Mr. Skov is a Danish citizen and resides in Monaco.

Petrus Wouter Van Echtelt, Chief Financial Officer

Petrus Wouter Van Echtelt is the chief financial officer of Hafnia, a role he assumed in November 2017 and continued to hold after the merger between Hafnia Tankers and BW Tankers in January 2019. Mr. Van Echtelt has more than 25 years of experience in investment banking and ship finance. Prior to Hafnia, Mr. Van Echtelt was CFO of BW Tankers from 2017, a role he took after leaving ABN AMRO Bank as head of Transportation and Logistics sector Asia Pacific & Middle East. For 17 years, Mr. Van Echtelt held various positions in the corporate finance and capital markets group of ABN AMRO and its predecessors (MeesPierson and Fortis Bank). Prior to joining MeesPierson, he worked for Gilde Investments from 1998 until 2000. Mr. Van Echtelt is a Dutch citizen and resides in the Netherlands.

Andreas Sohmen-Pao, Chair

Mr. Sohmen-Pao has been the chair of our Board of Directors since the merger between Hafnia Tankers and BW Tankers in January 2019. He is currently chair of BW Group and its listed affiliates: BW LPG, BW Epic Kosan, BW Offshore, BW Energy and Cadeler. He is also chair of the Global Centre for Maritime Decarbonization and a trustee of Lloyd's Register Foundation.

Mr. Sohmen-Pao was previously chair of the Singapore Maritime Foundation and Chief Executive Officer of BW Group. He has also served as a non-executive director of The Hongkong and Shanghai Banking Corporation, Navigator Holdings, the Maritime and Port Authority of Singapore, The London P&I Club, Sport Singapore, Singapore's National Parks Board and The Esplanade, among others.

Mr. Sohmen-Pao graduated from Oxford University in England with an honours degree in Oriental Studies and holds an MBA from Harvard Business School. He is an Austrian citizen and resides in Singapore.

Erik Bartnes, Director

Mr. Bartnes was one of the co-founders of Hafnia Tankers in 2010, served as executive chair until the merger between Hafnia Tankers and BW Tankers in January 2019, and has since served as a director on our Board of Directors.

Mr. Bartnes is currently chair of Castel AS and Trobo AS and a board member of Pareto Asset Management AS and Premium Maritime Fund AS, among others.

Mr. Bartnes was co-founder of Pareto AS, senior partner from 1988, chair until April 2013; served as chair of Christiania Shipping A/S, Pareto Invest AS, Astrup Fearnley Holding AS, its group of companies, Eclipse Drilling AS, Revier Invest AS, and Svele AS, among others; and board member of Eitzen Chemical ASA, Viking Cruises Ltd., Viking Investments (Cayman) Ltd., Jupiter Properties (USA) Ltd., Nordic Tankers AS, Nordic Shipholding AS, Siva Shipping AS and Ugland Shipping AS, among others.

Mr. Bartnes holds a LizRerPol degree from University of Fribourg, Switzerland. He is a Norwegian citizen and resides in Switzerland.

Donald John Ridgway, Director

Mr. Ridgway has served on our Board of Directors since 2019, and previously served as a director of Hafnia Tankers from 2017. Currently, he is chair of Tindall Riley and a director of Tindall Riley (Britannia) Ltd.

Mr. Ridgway has over 45 years' experience in the oil & gas shipping industry and has held various executive roles in shipping in his career, culminating in eight years as CEO of BP Shipping, where he ran a fleet of over 280 vessels, and oversaw more than 2,000 staff members.

Mr. Ridgway was chair of the Oil Companies International Marine Forum (OCIMF) and the Marine Preservation Association; president of the API Marine Committee, and director of Britannia P&I Insurance, Alaska Tanker Company, ITOPF and the UK Chamber of Shipping, among others.

Mr. Ridgway is a qualified Master Mariner; has a master's degree from the Judge Institute, Cambridge University; is a Chartered Marine Technologist and a Fellow of the Institute of Marine Engineering. He is a UK citizen and resides in London.

Peter Graham Read, Director

Mr. Read has been a member of Hafnia's Board of Directors since January 2019.

In his 37-year career at KPMG, he served as partner and chaired various sectors. He held the position of Head of the UK Shipping Practice and later became the Head of the UK TMT (Telecoms, Media, and Technology) Practice. In 2008, he took on the role of chairing the UK TMT Practice and the Global Japanese Practice (EMA). He maintained both positions until his retirement from KPMG in 2013.

Since 2013, Mr. Read has taken up several non-executive roles, including leading as Welbeck Publishing Group Limited and Quarto PLC's chairman. He has also served as a non-executive director and chaired the audit committees of Napster Group PLC, Quayle Munro Holdings Limited, the Professional Cricketers Association, the Royal Automobile Club, the RAC Foundation, Motorsport UK, and the Jaguar Daimler Heritage Trust.

Mr. Read graduated from Southampton University with a degree in Commerce and Accountancy. He is a UK citizen residing in London.

Su Yin Anand, Director

Ms. Anand has served on our Board of Directors since November 2023. Ms. Anand has 20 years of experience across maritime and mining in legal and commercial roles. In her 15-year legal career, Ms. Anand was a partner at the law firm Ince & Co in Hong Kong, and recognised as one of the top 10 maritime lawyers internationally. Ms. Anand transitioned to the commercial space where she was Head of Shipping for South32 and was most recently leading South32's aluminium sales business. Ms. Anand is the co-Chair of the All Aboard Alliance, an initiative of the Global Maritime Forum aimed at increasing diversity, equity, and inclusion in the maritime industry. Ms. Anand holds a Bachelor of Laws from the National University of Singapore and an Executive MBA from Kellogg-HKUST. Ms. Anand is a Singaporean citizen and resides in Singapore.

B. Compensation of Directors and Executive Officers

Compensation of Directors

The remuneration of the Board of Directors is approved by our shareholders at the shareholders' meeting. None of the directors decide on their own fees. The Nomination Committee proposes the fees that are approved

at the general meeting. It was resolved by the shareholders at the 2023 annual general meeting that the annual fee to the chair of the Board of Directors for the period from the 2023 annual general meeting to the 2024 annual general meeting is $80,000 and the annual fee for a member of the Board of Directors for the period from the 2023 annual general meeting to the 2024 annual general meeting is $65,000. The total amount paid to members of the Board of Directors as remuneration for their work on our Board of Directors in 2023 was $340,000.

To maintain the independence of the Board of Directors, the directors' remuneration is not linked to our performance, nor do we grant share options, similar instruments or retirement benefits to board members as consideration for their work on our board.

As a general rule, our directors do not undertake special tasks for Hafnia in addition to their directorship. Fees for any such services rendered shall be approved by the Board of Directors.

Compensation of executive officers

The Board of Directors has adopted guidelines and principles for determining the remuneration of executive officers, which has been presented to the shareholders.

The Remuneration Committee (as described below) administers all performance-related elements of the remuneration of executive management. Annually, the Remuneration Committee prepares recommendations to the Board of Directors relating to the remuneration of the executive officers.

In 2023, we paid $6.6 million in aggregate cash compensation to our executive officers. Our executive officers do not receive pension as part of the remuneration package. This is considered included in the cash compensation.

In addition to the compensation listed above, our executive officers may receive customary non-monetary benefits such as newspaper, telephone, accommodation when travelling, laptop and Internet access.

In addition to cash compensation and non-monetary benefits, we have adopted a long-term share incentive plan applicable to executive management and certain other key employees. See below for additional description of this long-term share incentive plan.

Long-term incentive share plan

We operate an equity-settled, share-based long-term incentive plan for our senior management and key employees (the "LTIP").

Under this LTIP, share options have been granted to senior management and certain key employees on January 16, 2019, March 1, 2019, June 1, 2019 and August 1, 2019 (collectively "LTIP 2019"), February 25, 2020 ("LTIP 2020"), March 8, 2021 ("LTIP 2021"), March 15, 2022 ("LTIP 2022") and March 22, 2023 ("LTIP 2023").

The share options under the LTIP are granted to senior management and key employees of Hafnia at the discretion of the Board of Directors. The LTIP is a stand-alone plan, and a share option grant in any single year does not indicate or guarantee a share option grant in any subsequent years. The LTIP is also a retention program, meaning that the share option grant is subject to the option holder's continued employment with us at the exercise date, and that neither the employee nor a company within our group has given notice of termination of employment prior to that date.

The share options under LTIP give the option holder a right to (i) subscribe for new shares or (ii) purchase one existing common share in us with a par value of $0.01. The share options generally vest over a three-year period from the grant date (all share options under LTIP 2019 vest three years after the first grant date of LTIP 2019). In December 2023, the vesting for our CEO's options under LTIP 2021 was accelerated with these options vesting on December 20, 2023. The exercise price for share options shall be the higher of (i) $0.01 (being the par value) and (ii) market value as at the grant date, increased by a hurdle rate of 5% p.a. from the grant date until the vesting date, compounded annually at the anniversary of the grant date.

Share options cannot be exercised in blackout periods for trading in our shares, as from time to time resolved by the Board of Directors (such as in a period prior to publication of financial information and when

there is other inside information in Hafnia). The share options generally expire on the date falling six years from the grant date. If applicable insider trading rules should prevent an option holder from exercising share options prior to the expiry date, the Board of Directors may resolve to extend the exercise period.

See below an overview of the options awarded under the LTIP as at December 31, 2023:

Option holder	LTIP 2019 (expiry date January 16, 2025) No. of options	LTIP 2020 (expiry date February 25, 2026) No. of options	LTIP 2021 (expiry date March 8, 2027) No. of options	LTIP 2022 (expiry date March 15, 2028) No. of options	LTIP 2023 (expiry date February 28, 2029) No. of options
Mikael Øpstun Skov (CEO)	1,372,632	1,357,632	1,357,632	731,668	595,374
Petrus Wouter Van Echtelt (CFO)	296,112	296,112	296,112	159,588	129,645
Other option holders	1,762,833	1,777,833	1,777,833	958,172	1,124,409
Total	**3,431,577**	**3,431,577**	**3,431,577**	**1,849,428**	**1,849,428**

Additionally, find below an overview of the movements in the share options and exercise of these:

	At the beginning of the year	Granted during the year	Exercised during the year	At the end of the year
2022				
LTIP 2019	3,431,577	—	(845,058)	2,586,519
LTIP 2020	3,431,577	—	—	3,431,577
LTIP 2021	3,431,577	—	—	3,431,577
LTIP 2022	—	1,849,428	—	1,849,428
Total	10,294,731	1,849,428	(845,058)	11,299,101
2023				
LTIP 2019	2,586,519	—	(2,231,185)	355,334
LTIP 2020	3,431,577	—	(3,234,205)	197,372*
LTIP 2021	3,431,577	—	(1,357,632)	2,073,945
LTIP 2022	1,849,428	—	—	1,849,428
LTIP 2023	—	1,849,428	—	1,849,428
Total	**11,299,101**	**1,849,428**	**(6,823,022)**	**6,325,507**

* 40,000 options under LTIP 2020 were voided in 2020 due to the option holder leaving Hafnia. Therefore, 40,000 of the 197,372 outstanding options under LTIP 2020 will not be exercised and the number of outstanding options under LTIP 2020 as at 31 December 2023 capable of being exercised was 157,372 with the total number of outstanding options as at 31 December 2023 capable of being exercised (after vesting, as applicable) was 6,285,507.

Restricted share units

On March 15, 2022, we granted a total of 462,357 restricted share units ("RSU 2022") to key management and senior employees. All restricted share units are to be settled by physical delivery of shares to the employees when they vest on March 15, 2025.

Restricted share unit holder	RSU 2022 No. of share units
Mikael Øpstun Skov (CEO)	182,922
Petrus Wouter Van Echtelt (CFO)	39,897
Other holders of restricted share units	239,538
Total	**462,357**

C. Board Practices

Board of Directors

Our Board of Directors consists of five directors. A director is not required to hold any shares in our company by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with our company is required to declare the nature of his interest in accordance with the Bermuda Companies Act. Following a declaration of interest and unless disqualified by the chair of the

relevant board meeting, such director may vote in respect of any contract, proposed contract, or arrangement that he or she has an interest in and may be counted in the quorum at any meeting of our directors at which any such contract or proposed contract or arrangement is considered, except certain interested provisions as set out in the Bye-laws where such director may not vote, be counted in the quorum or act as chair of the meeting. The directors may exercise all of our powers to borrow money, mortgage our undertaking, property and uncalled capital, and issue debentures or other securities, except for the issuance of preference shares which requires obtaining prior shareholder approval, whenever money is borrowed or as security for any of our obligations or of any third party.

Our Board of Directors is elected annually by a vote of a majority of the common shares represented at the meeting at which two or more persons present in person throughout the meeting and representing in person or by proxy in excess of 33% of the total issued and outstanding voting shares of the Company constitutes a quorum. Our Bye-laws provide that our board shall consist of not less than three directors or such greater number as the shareholders may determine. Each director shall hold office until the next annual general meeting following his or her election or until his or her successor is elected.

Any shareholder wishing to propose for election as a director someone who is not an existing director or is not proposed by our board must give notice of the intention to propose the person for election. Where a director is to be elected at an annual general meeting, that notice must be given not less than 90 days nor more than 120 days before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not 30 days before or after such anniversary the notice must be given not later than 10 days following the earlier of the date on which notice of the annual general meeting was posted to shareholders or the date on which public disclosure of the date of the annual general meeting was made. Where a director is to be elected at a special general meeting, that notice must be given not later than 10 days following the earlier of the date on which notice of the special general meeting was posted to shareholders or the date on which public disclosure of the date of the special general meeting was made.

A director may be removed by the shareholders, provided notice of the shareholders meeting convened to remove the director is given to the director. The notice must contain a statement of the intention to remove the director and must be served on the director not less than 14 days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

There are no service contracts between us and any member of our Board of Directors providing for the accrual of benefits, compensation or otherwise, upon termination of their employment or service.

Our Board of Directors has determined that the following directors qualify as “independent” under Rule 10A-3 of the Exchange Act: Erik Bartnes, Donald John Ridgway, Peter Graham Read and Su Yin Anand.

As a foreign private issuer, we are permitted to follow home country corporate governance practices subject to the NYSE corporate governance listing standard. Following our listing, we will rely on home country practice in Bermuda to be exempted from certain of the corporate governance requirements of the NYSE. See “ – *Foreign Private Issuer Exemption*”. Each committee’s members and functions are described below.

Our Board of Directors will continue as our Board of Directors upon effectiveness of the Redomiciliation.

Committees

Audit Committee

We have established an audit committee (the “Audit Committee”) comprising two members: Peter Graham Read and Erik Bartnes. The Audit Committee is chaired by Peter Graham Read. Neither of the members of the Audit Committee have been previous partners or directors of our external auditor KPMG within the last 12 months or hold, or have held, any financial interest in KPMG within the last ten years.

The members of the Audit Committee are independent of us and shall serve while they remain on the Board of Directors or until the members of the Board of Directors decide otherwise or the members wish to retire from their role as a member of the Audit Committee.

The Audit Committee reports and makes recommendations to the Board of Directors, but the Board of Directors retains responsibility for implementing such recommendations.

It was resolved by the shareholders at the 2023 annual general meeting that the annual fee to the chair of the Audit Committee for the period from the 2023 annual general meeting to the 2024 annual general meeting is $10,000 and the annual fee for a member of the Audit Committee for the period from the 2023 annual general meeting to the 2024 annual general meeting is $5,000. The total amount paid to members of the Audit Committee as remuneration for their work on our Audit Committee in 2023 was $15,000.

Remuneration Committee

We have established a remuneration committee (the "Remuneration Committee") comprising two members: Andreas Sohmen-Pao and Erik Bartnes. The Remuneration Committee is chaired by Andreas Sohmen-Pao.

The members of the Remuneration Committee shall serve while they remain on the Board of Directors, or until the members of the Board of Directors decide otherwise or wish to retire from their role as member of the Remuneration Committee.

The primary purpose of the Remuneration Committee is to assist the Board of Directors in discharging its duty relating to determining management's compensation. The Remuneration Committee reports and makes recommendations to the Board of Directors, but the Board of Directors retains responsibility for implementing such recommendations. Any remuneration to be paid to the members of the Remuneration Committee is to be decided at the annual general meeting.

It was resolved by the shareholders at the 2023 annual general meeting that the annual fee to the chair of the Remuneration Committee for the period from the 2023 annual general meeting to the 2024 annual general meeting is $10,000 and the annual fee for a member of the Remuneration Committee for the period from the 2023 annual general meeting to the 2024 annual general meeting is $5,000. The total amount paid to members of the Remuneration Committee as remuneration for their work on our Remuneration Committee in 2023 was $15,000.

Nomination Committee

We have established a nomination committee (the "Nomination Committee") comprising three members: Sophie Smith, Bjarte Bøe and Elaine Yew Wen Suen. The Nomination Committee is chaired by Sophie Smith.

Sophie Smith. Ms. Smith joined BW Group in August 2021 as the Chief Human Resources Officer. Prior to joining BW Group, she worked at Experian, where she most recently held the role of HR Director, Asia Pacific. Originally from the UK, Ms. Smith started her career at Rolls-Royce and moved into HR leadership roles at 3i and Natwest. Ms. Smith graduated from Durham University with a first class honours degree in Geography. She is a member of the Chartered Institute of Personnel and Development. Ms. Smith has been chair of the Nomination Committee since May 2022.

Bjarte Bøe. Mr. Bøe has over 30 years of experience in the finance industry. He currently serves as a director of Hermitage Offshore, a NYSE listed company and Agera Venture, a Norwegian venture capital company. Mr. Bøe is a member of the Nomination Committee of BW Offshore Limited. Mr. Bøe is chair of the Investment Committee at SEB Venture Capital, a subsidiary of Skandinaviska Enskilda Banken AB (publ), a Nordic financial services group, where from 1995 to June 2019, he held a range of management positions. Mr. Bøe has been a member of the Nomination Committee since May 2020.

Elaine Yew Wen Sue. Ms. Yew is a Senior Partner in Egon Zehnder, one of the world's largest executive search and talent strategy firm. Ms. Yew's focus is on CEO and C-suite succession planning, and board effectiveness. Ms. Yew also advises clients on CEO development, top team effectiveness, and organizational culture. Before joining the firm, Ms. Yew led an industry change program while at Global Freight Exchange, the world's first Internet-based global marketplace for air cargo. Prior to that, Ms. Yew was Executive Director with Goldman Sachs in the European Equities Division and was a Consultant with Monitor Company. Ms. Yew started her career with the Singapore Economic Development Board, helping Singapore companies develop their presence in Indochina and Myanmar in the early 1990s. Ms. Yew currently serves on the Board of Trustees of the National University of Singapore and chairs the Industry Advisory Board of NUS' Centre for Future-Ready Graduates. Ms. Yew also serves on the Board of Governors of the Convent of the Holy Infant Jesus group of schools in Singapore, the Board of Workforce Singapore and the Advisory Board of Women's Forum Singapore.

Ms. Yew is also a member of the Asia Advisory Board of Allianz and sits on the board of The Majurity Trust and chairs the Tangent Initiative. Ms. Yew has a BA with Honours in English and Drama from the University of Kent and an MBA from INSEAD in Fontainebleau, France. Ms. Yew has been a member of the Nomination Committee since May 2020.

The members of our Nomination Committee are not members of the Board of Directors. The chair of the Nomination Committee is employed by BW Group Limited and holds positions on committees in other companies wherein BW Group Limited has a significant ownership interest. The two other members are not employed by BW Group Limited, but both hold positions on committees in other companies wherein BW Group Limited has a significant ownership interest.

The members of the Nomination Committee shall serve until the shareholders in general meeting determines otherwise, or they wish to retire from their role as member of the Nomination Committee.

The purpose of the Nomination Committee is for the committee to assist the Board of Directors in evaluation of operational effectiveness and suitability and to be responsible for Board of Directors succession plans by nominating candidates for the election as directors and as chair of the Board of Directors and for nominating members of the Nomination Committee as well as making recommendations for remuneration of these persons.

It was resolved by the shareholders at the 2023 annual general meeting that the annual fee to a member of the Nomination Committee for the period from the 2023 annual general meeting to the 2024 annual general meeting is $2,500. The total amount paid to members of the Nomination Committee as remuneration for their work on our Nomination Committee in 2023 was $7,500.

Code of Conduct and Ethics ("Code of Conduct")

We have a Code of Conduct that covers a range of matters including, but not limited to, our policies on anti-harassment, anti-bribery and anti-corruption, whistleblowing, insider trading, conflict of interest, sanctions, anti-trust, and data ethics. Our Code of Conduct is available on our website.

Duties of Directors

Our Bye-laws provide that our business is to be managed by our Board of Directors. Under Bermuda law, members of the board of directors of a Bermuda company owe a fiduciary duty to the company to act in good faith in their dealings with or on behalf of the company and exercise their powers and fulfil the duties of their office honestly. This duty includes the following essential elements:

- a duty to act in good faith in the best interests of the company;
- a duty not to make a personal profit from opportunities that arise from the office of director;
- a duty to avoid conflicts of interest; and
- a duty to exercise powers for the purpose for which such powers were intended.

The Bermuda Companies Act imposes a duty on directors of a Bermuda company to act honestly and in good faith with a view to the best interests of the company, and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. In addition, the Bermuda Companies Act imposes various duties on directors and officers of a company with respect to certain matters of management and administration of the company. Directors and officers generally owe fiduciary duties to the company, and not to the company's individual shareholders.

Foreign Private Issuer Exemption

In general, under the NYSE corporate governance standards, foreign private issuers, as defined under the Exchange Act, are permitted to follow home country corporate governance practices instead of the corporate governance practices of the NYSE, subject to certain exceptions. Accordingly, we intend to follow certain corporate governance practices of our home country, Bermuda, in lieu of certain of the corporate governance requirements of the NYSE. A brief summary of those differences is provided below.

Independence of directors. The NYSE requires that a listed U.S. company maintain a majority of independent directors. As permitted under Bermuda law and our Bye-laws, our Board of Directors will be composed of five members at the completion of this listing, of whom four qualify as "independent" under the listing standards of the NYSE.

Audit committee. The NYSE requires, among other things, that a listed NYSE U.S. company have an audit committee of at least three members all of whom must be independent in accordance with Rule 10A-3 under the Exchange Act and an audit committee charter specifying certain specific duties and obligations of the audit committee. Consistent with our status as a foreign private issuer and the jurisdiction of our incorporation (Bermuda), our audit committee consists of two members (who are independent under the NYSE listing standards and U.S. securities laws relating to audit committees) and we will rely on home country practice in Bermuda to be exempt from certain of the corporate governance requirements of the NYSE, including the requirement to have three audit committee members.

Compensation committee. The NYSE requires that a listed NYSE U.S. company have a compensation committee of independent directors and a compensation committee charter specifying the purpose, duties and evaluation procedures of the compensation committee. We will rely on home country practice in Bermuda to be exempted from certain of the corporate governance requirements of the NYSE, such that we will not be amending the composition of our current Remuneration Committee.

Nominating and governance committee. The NYSE requires that a listed NYSE U.S. company have a nominating/corporate governance committee of independent directors and a committee charter specifying the purpose, duties and evaluation procedures of the committee. We will rely on home country practice in Bermuda to be exempted from certain of the corporate governance requirements of the NYSE, although we currently have a Nomination Committee responsible for the Board of Directors succession plans by nominating candidates for the election as directors and as chair of the Board of Directors and for nominating members of the Nomination Committee, as well as making recommendations for remuneration of these persons.

Shareholder Approval. The NYSE requires that a NYSE-listed company obtain shareholder approval for, among other things, the issuance of shares (i) in connection with the acquisition of stock or assets of another company; (ii) when it would result in a change of control; (iii) when a share option or purchase plan is to be established or materially amended or other equity compensation arrangement made or materially amended, pursuant to which shares may be acquired by officers, directors, employees, or consultants; or (iv) in connection with a transaction (other than a public offering) involving the sale, issuance or potential issuance of shares at a price less than market value. Our Bye-laws, consistent with our status as a foreign private issuer and the jurisdiction of our incorporation (Bermuda), do not require shareholder approval for issuances of shares in the foregoing circumstances.

Corporate governance guidelines. The NYSE requires U.S. companies to adopt and disclose corporate governance guidelines. The guidelines must address, among other things, director qualification standards, director responsibilities, director access to management and independent advisers, director compensation, director orientation and continuing education, management succession and an annual performance evaluation. We are not required to adopt such guidelines under Bermuda law and we have not adopted such guidelines. In general, we have aligned our corporate governance practices with the Norwegian Code of Practice for Corporate Governance dated October 14, 2021 issued by the Norwegian Corporate Governance Board.

If at any time we cease to be a "foreign private issuer" under the rules of the NYSE and the Exchange Act, as applicable, our Board of Directors will be required to take all action necessary to comply with the NYSE corporate governance rules.

Due to our status as a foreign private issuer and our intent to follow certain home country corporate governance practices, our shareholders will not have the same protections afforded to shareholders of companies that are subject to all the NYSE corporate governance standards. See "*Item 10. Additional Information – A. Share Capital*".

In addition, as a foreign private issuer, we will not be subject to the following requirements under U.S. securities laws applicable to domestic issuers:

- The requirement to file quarterly reports on Form 10-Q, from filing proxy solicitation materials on Schedule 14A or 14C in connection with annual or special meetings of shareholders.

- The requirement to file reports on Form 8-K disclosing significant events within four business days of their occurrence.
- The disclosure requirements of Regulation FD.
- Section 16 rules regarding sales of common shares by insiders, which will provide less data in this regard than shareholders of U.S. companies that are subject to the Exchange Act.

D. Employees

As at December 31, 2023, we had a global headcount of 5,040 colleagues, consisting of 271 full-time onshore employees representing 29 nationalities of which 134 are based in Singapore, 97 in Copenhagen, 15 in Houston, 12 in Dubai, 10 in Mumbai and three in Monaco, 2,304 seafarers representing 22 nationalities employed on internally managed Hafnia Vessels, and 2,465 seafarers employed through external technical managers on externally managed Hafnia Vessels. Our seafarers are—directly through our subsidiaries or through external technical managers—covered by a number of collective bargaining agreements which are renewed and renegotiated from time to time.

People are our most important asset, and we are committed to a motto of zero harm to our people, the environment, cargo and property. We aim to continuously improve and evolve our procedures for mitigating hazards to our employees and the environment in the maritime industry.

We aim to create a fair, safe and inclusive work environment, where everyone is encouraged and supported to achieve their full potential. We do this through extensive training at all levels and implementing our CARE (Collaborative, Ambitious, Reliable, Enduring) values to ensure our employee's physical and mental health and safety and by helping underrepresented individuals overcome the challenges they face in our sector.

We are committed to cultivating and preserving a culture of DIBE (Diversity, Inclusion, Belonging and Equity). We want our employees to feel valued, inspired, fulfilled, and fairly treated at work. We strive to create a working environment where people feel that they are included and belong. We invite diverse thoughts, ideas and perspectives and we strive to make sure people can be their true self at work.

E. Share Ownership

See the above section in this Item 6: "*B. Compensation. – Long-Term Incentive Plan*" *and* "*Item 7. Major Shareholders and Related Party Transactions – A. Major Shareholders*".

F. Disclosure of a Registrant's Action to Recover Erroneously Awarded Compensation

We have nothing to disclose in response to this item.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table presents the beneficial ownership of our common shares as at December 31, 2023, for:

- each person, or group of affiliated persons, known by us to own beneficially 5% or more of our outstanding common shares;
- each of our executive officers and members of our Board of Directors; and
- all of our executive officers and members of our Board of Directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Under those rules, beneficial ownership includes any shares as to which the individual or entity has sole or shared voting power or investment power. Except as otherwise indicated, and subject to community property laws where applicable, we believe, based on the information provided to us, that the persons and entities named in the table below have sole voting and investment power with respect to all common shares shown as beneficially owned by them.

The percentage of beneficial ownership for the following table is based on 510,157,851 common shares outstanding (excluding treasury shares) as at March 25, 2024. Options to purchase shares that are exercisable within 60 days are deemed to be beneficially owned by the persons holding these options for the purpose of computing percentage ownership of that person but are not treated as outstanding for the purpose of computing any other person's ownership percentage.

Unless otherwise indicated, the contact address for each listed shareholder is 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438.

	Number of Common shares Beneficially Owned	Percentage of Common shares Beneficially Owned
Executive Officers and Board Members		
Mikael Øpstun Skov, Chief Executive Officer	*	*
Petrus Wouter Van Echtelt, Chief Financial Officer	*	*
Andreas Sohmen-Pao, Chair	220,106,112	43%
Erik Bartnes, Director	*	*
Donald John Ridgway, Director		
Peter Graham Read, Director		
Su Yin Anand, Director		
All Executive Officers and Board Members as a Group (7 individuals)	224,607,976	44%
5% Shareholders		
BW Group Limited	220,106,112	43%

* Represents ownership of less than 1% of our outstanding common shares.

B. Related Party Transactions

Our largest shareholder is BW Group Limited. BW Group Limited is owned by a company controlled by corporate interests associated with the Sohmen family. Our chair, Andreas Sohmen-Pao, is a member of the Sohmen family.

We are not affiliated with any other entities in the shipping industry other than those that are members of the BW Group.

From time to time, we enter into agreements with BW Group Limited and companies within the BW Group and other related parties. We may enter into transactions with BW Group Limited and companies within the BW Group and other related parties from time to time in the future.

We describe below transactions and series of similar transactions, currently in place or currently proposed, to which we were a party or will be a party, which are considered material for our operations or where the amounts involved per annum exceed or will exceed $100,000.

Other than as described below, there is not currently, nor are there any currently proposed, transactions or series of similar transactions meeting these criteria to which we have been or will be a party.

Shareholder Rights Agreement

We intend to enter into a shareholder rights agreement with BW Group, pursuant to which we will grant certain rights to BW Group and their affiliates and certain of their transferees. The form of such shareholder rights agreement has not been finalised, however we expect the agreement to include the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act our common shares held by them, including, but not limited to, by way of certain demand registration rights, including the right to require us to file a shelf registration statement registering secondary sales of our common shares held by BW Group and their affiliates and certain of their transferees if such form is available to us, as well as certain piggyback registration rights in respect of common shares held by them in connection with registered offerings initiated by us.

Corporate Services Agreement

We have entered into a corporate services agreement (the "Corporate Services Agreement") with BW Maritime Pte. Ltd. ("BW Maritime"), a subsidiary of BW Group Limited. Under this Corporate Services Agreement, BW Maritime provides certain services to us. These services include provision of rent of office space and facilities, communications and branding, quality and risk management services, tax services, legal services, corporate secretarial services, information technology services, insurance agency services, and internal audit services. Further, BW Group Limited is providing certain risk coverage services to us.

The Corporate Services Agreement may be terminated by either party serving the required notice period as set forth in the respective area of service or if it is silent not less than 180 days' written notice.

The Corporate Services Agreement is renewed each year and has been renewed for services with effect from January 1, 2024.

Share lending agreements

On January 27, 2022, we entered into a share lending agreement with BW Group Limited for the purpose of facilitating settlement of our acquisition of Chemical Tankers Inc., whereby we borrowed 19,481,168 shares in Hafnia from BW Group Limited to be delivered to the shareholders of Chemical Tankers Inc. as part of the consideration in the transaction. We have thereafter issued new shares which have been delivered to BW Group. As consideration for the loan of the shares, BW Group received a fee from us of 0.40% per cent per annum from the date of the share lending agreement until the day the new shares were admitted to trading on Oslo Børs.

In connection with our private placement of shares launched and completed on May 4, 2022, we entered into a share lending agreement with BW Group Limited (as lender) and SEB Corporate Finance, Skandinaviska Enskilda Banken AB ("SEB") (as co-manager and joint bookrunner for the private placement of shares). Pursuant to the share lending agreement, SEB (on behalf of the co-managers and joint bookrunners) borrowed 37,600,000 shares in Hafnia from BW Group Limited to be delivered to subscribers in the private placement. We have thereafter issued new shares which have been delivered to SEB and subsequently delivered to BW Group. As consideration for the loan of the shares, BW Group received a fee from us of 0.40% per cent per annum for the period from the date shares were transferred from BW Group to SEB until the day BW Group received the new shares.

On August 26, 2022, February 28, 2023 and December 20, 2023, we entered into additional share lending agreements with BW Group Limited. These share lending agreements were entered into by us to ensure that we could promptly deliver existing shares to employees exercising their vested options under LTIP 2019, LTIP 2020 and LTIP 2021, as applicable. We have redelivered the borrowed shares to BW Group by issuing new shares at a subscription price of $0.01 per share. These shares were issued on September 2, 2022, March 1, 2023, and January 2, 2024 for the share lending agreements entered into on August 26, 2022, February 28, 2023, December 20, 2023, respectively.

We may enter into similar share lending agreements with BW Group Limited or other shareholders in the future.

Directors and executive management

Remuneration of our directors and executive management is disclosed in "*Item 6. Directors, Senior Management and Employees – B. Compensation of Directors and Executive Officers*".

C. Interests of Experts and Counsel

Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Financial Statements

See "*Item 17. Financial Statements*" which contains our financial statements prepared in accordance with IFRS.

Legal Proceedings

See "*Item 4. Information on the Company – B. Business Overview – Business – Legal Proceedings*".

Dividend Policy

Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) that the realizable value of its assets would thereby be less than its liabilities. Under our Bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our Board of Directors, subject to any preferred dividend right of the holders of any preference shares.

We intend to pay dividends in amounts that will allow us to retain sufficient liquidity to fund our obligations as well as execute our business plan going forward. Furthermore, we have in place a number of financing agreements which include covenants that would restrict our ability, without the prior consent of the lenders, to distribute dividends if we are not in compliance with certain financial covenants or have existing events of default. See "*Item 3. Key Information – D. Risk Factors – Risks Related to this Listing and Ownership of Our Common Shares*" for a discussion of risks related to our ability to pay dividends.

We updated our dividend policy in November 2022 to better align our dividend payout strategy with our overall financial performance. Beginning Q4 of 2022, we target a quarterly payout ratio of net profit, adjusted for extraordinary items, of:

Net loan to value	Payout of net profit (%)
Above 40%	50
Above 30% but equal to or below 40%	60
Above 20% but equal to or below 30%	70
Equal to or below 20%	80

Net loan-to-value is calculated as vessel bank and finance lease debt (excluding debt for vessels sold but pending legal completion), debt from the pool borrowing base facilities less cash and working capital advanced to the external pool participants, divided by broker vessel values (100% owned vessels).

The final amount of dividend is decided by the Board of Directors. In addition to cash dividends, we may buy back shares as part of our total distribution to shareholders.

In deciding whether to declare a dividend and determining the dividend amount, the Board of Directors will, in addition to the net loan-to-value, take into consideration our capital structure and capital requirements, our liquidity position, financial condition, general business condition, any legal restrictions, our capital expenditure plans and market outlook. Additionally, the Board of Directors will consider any restrictions under borrowing arrangements or other contractual arrangements in place at the time.

There can be no assurance that a dividend will be declared in any given year. If a dividend is declared, there can be no assurance that the dividend amount or yield will be as contemplated above.

Comparison between current and previous dividend policy

Our current dividend policy was adopted with effect from Q4 of 2022.

Our previous dividend policy had a targeted 50% payout ratio and did not include a procedure for any potential increase in the payout ratio. Comparatively, our current dividend policy has a baseline payout ratio of 50% but allows for a potential increase to 80% payout ratio should we reach certain leverage ratio targets. This allows us to provide shareholders with increased returns during periods of reduced debt.

In the beginning of 2022, our net loan to value ratio was relatively high, however, with improved market conditions in 2022 as further detailed in "*Item 5. Operating and Financial Review and Prospects"* our earnings

improved significantly, and asset prices increased accordingly. The higher operating cashflows were used to strengthen our balance sheet through allowing us to make unscheduled repayments of borrowings. Therefore, while we increased our overall borrowings in the financial year ended December 31, 2022 compared to the financial year ended December 31, 2021, mainly due to borrowings incurred in connection with the CTI Transaction and our acquisition of 12 vessels from Scorpio, both as described in "*Item 4. Information on the Company – A. History and Development of the Company*", our unscheduled repayments led to a lower level of borrowings at the end of 2022 than if we had not made such unscheduled repayments. On this basis, our Board of Directors decided to revise our dividend policy to allow for greater shareholder returns while safeguarding our financial stability.

The following table sets forth our dividend payout ratio for each quarter of the years ended December 31, 2021, 2022 and 2023 where we declared a dividend. We did not declare any dividend in 2021 as we recorded a net loss in each quarter of 2021. For the periods where a dividend was declared, the Board of Directors did not find it necessary to make any adjustments when determining the amounts of dividends to be paid out.

Financial period	Net loan to value	Payout Ratio (%)
Previous dividend policy applied		
Q1 2022	64.0%	50%
Q2 2022	55.7%	50%
Q3 2022	43.0%	50%
Current dividend policy applied		
Q4 2022	37.2%	60%
Q1 2023	31.4%	60%
Q2 2023	30.1%	60%
Q3 2023	27.4%	70%
Q4 2023	26.3%	70%

Had the Company's dividend policy been in effect from the beginning of 2022 and thus applied to all quarters of 2022 rather than only to Q4, it would not have resulted in any change to the dividend payments in Q1, Q2 and Q3 of 2022. The net loan to value ratio at the end of each of Q1, Q2 and Q3 of 2022 was above 40% which, under our current dividend policy, would lead to a payout ratio of 50 %, the same payout ratio as determined by the previous dividend policy.

Vessel values' impact on net loan-to-value

One of the factors impacting our net loan-to-value computations and thereby impacting the dividend payable under our dividend policy is the value of our Hafnia Vessels. During 2022, market conditions improved as further detailed in "*Item 5. Operating and Financial Review and Prospects*" and our earnings and asset values increased accordingly.

The following table isolates the effects of vessel value changes in our computation of our net loan-to-value by including a computation of net loan-to-value presuming that vessel values remained constant after December 31, 2021 or after the date of our acquisition of the vessel, if that date was after December 31, 2021. All other variables in the computation of the net loan-to-value have been kept unchanged. To clarify the changes in 'stable vessel values', the table includes a description of vessel transactions in each quarter.

		Total value of Hafnia Vessels			Net loan to value			Payout Ratio		
Hafnia Vessels as at:	Vessel transactions since last quarter[1]	Actual vessel values[2] (US$ millions)	Stable vessel values[3] (US$ millions)	Difference (US$ millions)	Actual vessel values	Stable vessel values[4]	Difference (percentage points)	Net loan to value calculated based on actual vessel values	Net loan to value calculated based on stable vessel values[4]	Difference (percentage points)
December 31, 2021	—	1,919.8	1,919.8	—	57.0%	57.0%	—	N/A[5]	N/A[5]	N/A[5]
End of Q1 2022	Acquired 38 vessels. Divested 9 vessels.	2,818.5	2,768.6	(49.9)	64.0%	65.2%	1.2	N/A[5]	N/A[5]	N/A[5]
End of Q2 2022	Acquired 6 vessels. Divested 5 vessels.	3,355.9	2,922.1	(433.8)	55.7%	64.0%	8.3	N/A[5]	N/A[5]	N/A[5]
End of Q3 2022	Acquired 0 vessels. Divested 4 vessels.	3,788.7	2,891.0	(897.7)	43.0%	56.4%	13.4	N/A[5]	N/A[5]	N/A[5]

		Total value of Hafnia Vessels			Net loan to value			Payout Ratio		
Hafnia Vessels as at:	Vessel transactions since last quarter[1]	Actual vessel values[2] (US$ millions)	Stable vessel values[3] (US$ millions)	Difference (US$ millions)	Actual vessel values	Stable vessel values[4]	Difference (percentage points)	Net loan to value calculated based on actual vessel values	Net loan to value calculated based on stable vessel values[4]	Difference (percentage points)
End of Q4 2022	Acquired 0 vessels. Divested 0 vessels.	3,967.5	2,891.0	(1.076.5)	37.2%	51.0%	13.8	60.0%	50.0%	(10.0)
End of Q1 2023	Acquired 0 vessels. Divested 5 vessels.	3,899.7	2,827.2	(1,072.5)	31.4%	43.3%	11.9	60.0%	50.0%	(10.0)
End of Q2 2023	Acquired 2 vessels. Divested 1 vessels.	3,974.2	2,898.9	(1,075.3)	30.1%	41.2%	11.1	60.0%	50.0%	(10.0)
End of Q3 2023	Acquired 1 vessels. Divested 0 vessels.	4,028.8	2,932.0	(1,096.8)	27.4%	37.7%	10.3	70.0%	60.0%	(10.0)
End of Q4 2023	Acquired 1 vessels. Divested 0 vessels.	4,214.4	2,967.0	(1,247.4)	26.3%	37.4%	11.1	70.0%	60.0%	(10.0)

(1) For the purpose of this table, vessel acquisitions are considered completed on the date of delivery and vessel divestments are considered completed on the earlier of the date of delivery and the date when the vessel was reclassified to asset for sale, where applicable.

(2) 'Actual vessel values' is used here to refer to the value of the Hafnia Vessels as determined by the average independent broker valuations of each vessel received by us each quarter.

(3) 'Stable vessel values' is used here to refer to the value of the Hafnia Vessels assuming (i) that vessels owned or leased under SLBs as at December 31, 2021 did not increase or decrease in value after that date and (ii) that any vessels purchased by Hafnia are valued at their purchase price and did not increase or decrease in value after the acquisition date.

(4) Net loan to value calculations based on 'stable vessel values' assuming all other variables in the computation of the net loan-to-value have been keptunchanged, including disregarding any cash which would have been retained as a result of lower dividend payout ratios in previous quarters.

(5) Our previous dividend policy applied for these quarters and therefore our dividend payout ratio was not affected by our net loan to value.

The table shows that had vessel values remained constant after December 31, 2021 or after the date of our acquisition of the vessel, if that date was after December 31, 2021, our net loan-to-value would have been 8 to 14 percentage points higher than the actual net loan-to-value for Q2 2022 and each subsequent quarter of 2022 and 2023.

This higher net loan-to-value would have led to a reduction of our dividend payout ratio by 10 percentage points for eachquarter where our new dividend policy applied (i.e. Q4 of 2022 and each subsequent quarter). This is however based on all othervariables of the net loan-to-value computation being kept unchanged, including disregarding any cash which would have beenretained as a result of lower dividend payout ratios in previous quarters.

B. Significant Changes

A discussion of the significant changes in our business can be found under "*Item 4. Information on the Company – A. History and Development of the Company*" and "*Item 4. Information on the Company – B. Business Overview*".

ITEM 9. THE OFFER AND LISTING

Our common shares have traded on Oslo Børs since April 30, 2020, under the symbol HAFNI, and on the OTC Markets Group Inc. ("OTCQX") under the symbol HAFNF. On March 25, 2024, the closing price of our common shares on Oslo Børs was NOK 75.65 per share.

A. Offering and Listing Details

We are not offering any shares for sale in primary or secondary offerings.

We intend to apply to have our common shares listed on the NYSE under the symbol "HAFN". For a description of the rights of our common shares, see "*Item 10. Additional Information – A. Share Capital*".

B. Plan of Distribution

Not applicable.

C. Markets

Our common shares have traded on Oslo Børs under the symbol "HAFNI" since April 30, 2020 and on the OTCQX under the symbol "HAFNF". As at March 25, 2024, we had 510,157,851 common shares issued and outstanding.

We are filing this Registration Statement on Form 20-F in anticipation of the listing of our common shares on NYSE. Prior to this anticipated listing, our shares have not been listed on a major U.S. exchange and U.S. trading of our shares in the United States has been limited to trading on the OTCQX. We cannot assure you that an active trading market will develop for our common shares in the United States.

To facilitate transfers of our common shares between NYSE and Oslo Børs, we have amended the registration structure for our common shares so that all common shares are primarily held and settled within The Depository Trust Company ("DTC") in the United States and secondarily held and settled in the VPS through a Central Securities Depository ("CSD") link (the "Conversion"). A CSD link structure allows the VPS to give shareholders of our previously issued common shares, as well as any common shares offered by us in future offerings access to such common shares maintained in the DTC and vice versa. Consequently, following the Conversion, our common shares will be able to be moved between the DTC and VPS to enable trading between NYSE and Oslo Børs.

If investors trade and sell their common shares from the NYSE to Oslo Børs, a corresponding number of beneficial interests in the common shares in the Company will be added to the deposit of beneficial share ownership rights with DNB Bank ASA (as the registrar for the Company's registration of the common shares in the VPS) (the "VPS Registrar") keeps in custody, through a series of custodian accounts in the DTC, and the VPS Registrar will register and make the Company's common shares tradeable in the VPS, whereas the selling U.S. investor's corresponding account in the DTC will be debited.

Norwegian Securities Laws

Set out below is a summary of certain aspects of securities trading in Norway and the possible implications for shareholders of owning shares in a company that is trading on the Oslo Børs in addition to trading on the NYSE. Shareholders, whether they trade their shares through NYSE or Oslo Børs, who wish to clarify the aspects of securities trading in Norway and/or its impact on shareholders trading their shares in the United States should consult with and rely upon their own advisors.

The summary is based on the rules and regulations in force in Norway as at the date of this Registration Statement, which may be subject to changes occurring after such date. This summary does not purport to be a comprehensive description of securities trading in Norway.

Introduction

Oslo Børs is together with Euronext Expand the only regulated market for securities trading in Norway, being part of Euronext and operated by Oslo Børs ASA. Oslo Børs ASA is 100% owned by Euronext Nordics Holding AS, a holding company established by Euronext N.V. Euronext is a pan-European stock exchange with its registered office in Amsterdam and corporate headquarters at La Défense in Greater Paris. Euronext owns seven regulated markets across Europe, including Amsterdam, Brussels, Dublin, Lisbon, Milan, Oslo and Paris.

Information, control and surveillance

Under Norwegian law, Oslo Børs is required to perform a number of surveillance and control functions. The Surveillance and Corporate Control unit of Oslo Børs monitors all market activity on a continuous basis. Market surveillance systems are largely automated, promptly warning department personnel of abnormal market developments.

The Financial Supervisory Authority of Norway controls the issuance of securities in both the equity and bond markets in Norway and evaluates whether the issuance documentation contains the required information and whether it would otherwise be unlawful to carry out the issuance.

Under Norwegian law, a company that is listed on a Norwegian regulated market, or has applied for listing on such market, must promptly release any inside information directly concerning the company (i.e., any information of a precise nature relating directly or indirectly to financial instruments, the issuer thereof or other matters which are likely to have a significant effect on the price of the relevant financial instruments or related financial instruments, and which has not been made public or is commonly known in the market). However, a company may delay the release of such information in order not to prejudice its legitimate interests, provided that it is able to ensure the confidentiality of the information and that the delayed release would not be likely to mislead the public. The Oslo Børs may levy fines on companies violating these requirements.

Disclosure obligations

If a person's, entity's or consolidated group's proportion of the total issued shares and/or rights to shares in a company listed on a regulated market in Norway (with Norway as its home state, which will be the case for the Company) reaches, exceeds or falls below the respective thresholds of 5%, 10%, 15%, 20%, 25%, 1/3, 50%, 2/3 or 90% of the share capital or the voting rights of that company, the person, entity or group in question has an obligation under the Norwegian Securities Trading Act to notify Oslo Børs and the issuer immediately. The same applies if the disclosure thresholds are passed due to other circumstances, such as a change in the company's share capital.

In addition, our Bye-laws require shareholders to make such notifications to the Company regarding their interest in securities in the Company as they are required to make under all applicable rules and regulations to which the Company is subject. See "*Item 10. Additional Information – B. Memorandum of Association and Bye-laws*" for more information on the disclosure obligations set forth in our Bye-laws.

Insider Trading

According to Norwegian law, subscription for, purchase, sale, exchange or other acquisitions or disposals of financial instruments that are listed, or subject to the application for listing, on a Norwegian regulated market, or incitement to such dispositions, must not be undertaken by anyone who has inside information and thereby uses that information, as defined in Article 7 of Regulation (EU) No 596/2014 of the European Parliament and of the Council of April 16, 2014 on market abuse, and as implemented in Norway in accordance with Section 3-1 of the Norwegian Securities Trading Act. The same applies to the entry into, purchase, sale or exchange of options or futures/forward contracts or similar rights (including financial derivatives) whose value or price either depends on or has an effect on the price or value of such financial instruments or incitement to such dispositions.

Mandatory Offer Requirements

The Norwegian Securities Trading Act requires any person, entity or consolidated group that becomes the owner of shares representing more than one-third (or more than 40% or 50%) of the voting rights of a company listed on a Norwegian regulated market (with the exception of certain foreign companies) to, within four weeks, make an unconditional general offer for the purchase of the remaining shares in that company. A mandatory offer obligation may also be triggered where a party acquires the right to become the owner of shares that, together with the party's own shareholding, represent more than one-third (or more than 40% or 50% as applicable) of the voting rights in the company and Oslo Børs decides that this is regarded as an effective acquisition of the shares in question.

The mandatory offer obligation ceases to apply if the person, entity or consolidated group sells the portion of the shares that exceeds the relevant threshold within four weeks of the date on which the mandatory offer obligation was triggered.

When a mandatory offer obligation is triggered, the person subject to the obligation is required to immediately notify the Oslo Børs and the company in question accordingly. The notification is required to state whether an offer will be made to acquire the remaining shares in the company or whether a sale will take place. As a rule, a notification to the effect that an offer will be made cannot be retracted. The offer and the offer document required are subject to approval by the Oslo Børs before the offer is submitted to the shareholders or made public.

The offer price per share must be at least as high as the highest price paid or agreed by the offeror for the shares in the six-month period prior to the date the threshold was exceeded. If the acquirer acquires or agrees to acquire additional shares at a higher price prior to the expiration of the mandatory offer period, the acquirer is obliged to restate its offer at such higher price. A mandatory offer must be in cash or contain a cash alternative at least equivalent to any other consideration offered.

In case of failure to make a mandatory offer or to sell the portion of the shares that exceeds the relevant threshold within four weeks, Oslo Børs may force the acquirer to sell the shares exceeding the threshold by public auction. Moreover, a shareholder who fails to make an offer may not, as long as the mandatory offer obligation remains in force, exercise rights in the company, such as voting in a general meeting, without the consent of a majority of the remaining shareholders. However, the shareholder may exercise his/her/its rights to dividends in the event of a share capital increase. If the shareholder neglects his/her/its duty to make a mandatory offer, Oslo Børs may impose a cumulative daily fine that runs until the circumstance has been rectified.

Any person, entity or consolidated group that owns shares representing more than one-third of the votes in a company listed on a Norwegian regulated market (with the exception of certain foreign companies) is obliged to make an offer to purchase the remaining shares of the company (repeated offer obligation) if the person, entity or consolidated group through acquisition becomes the owner of shares representing 40%, or more of the votes in the company. The same applies correspondingly if the person, entity or consolidated group through acquisition becomes the owner of shares representing 50% or more of the votes in the company. The mandatory offer obligation ceases to apply if the person, entity or consolidated group sells the portion of the shares which exceeds the relevant threshold within four weeks of the date on which the mandatory offer obligation was triggered.

Any person, entity or consolidated group that at the time of listing of the company had a shareholding above any of the above-mentioned thresholds may increase its shareholding up to the next applicable threshold (if any) without triggering the mandatory bid obligation.

Any person, entity or consolidated group that following listing of the company has passed any of the above-mentioned thresholds in such a way as not to trigger the mandatory bid obligation and has therefore not previously made an offer for the remaining shares in the company in accordance with the mandatory offer rules is, as a main rule, obliged to make a mandatory offer in the event of a subsequent acquisition of shares in the company.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

The following description of our share capital summarises certain provisions of our Memorandum of Association and Bye-laws. Such summaries do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of our Memorandum of Association and Bye-laws, a copy of which has been filed as Exhibits 1.1 and 1.2, respectively, to this Registration Statement. Prospective investors are urged to read the exhibits for a complete understanding of our Memorandum of Association and Bye-laws.

General

There have been no bankruptcy, receivership or similar proceedings with respect to us or our subsidiaries.

There have been no public takeover offers by third parties for our shares nor any public takeover offers by us for the shares of another company which have occurred during the last or current financial years.

We intend to apply to list our common shares on the NYSE under the symbol “HAFN”.

Initial settlement of our common shares will take place on the completion date of this listing through the DTC in accordance with its settlement procedures for equity securities registered through the DTC’s book-entry transfer system. Each person beneficially owning common shares registered through the DTC must rely on the procedures thereof and on institutions that have accounts therewith to exercise any rights of a holder of the common shares.

Share Capital

Our authorised share capital of $7,500,000 consists of 750,000,000 common shares, par value $0.01 per share of which 510,251,747 shares have been issued and fully paid up. As at March 25, 2024, there were 510,157,851 common shares issued and outstanding, and no preference shares issued and outstanding. As at the date of this Registration Statement, we have only one class of issued common shares, which have identical rights in all respects and rank equally with one another. All of our issued and outstanding common shares are fully paid. As at December 31, 2023, we held 2,626,651 shares in treasury. As at March 25, 2024, we held 93,896 shares in treasury.

Pursuant to our Bye-laws, subject to any resolution of the shareholders to the contrary, our Board of Directors is authorised to issue any of our authorised but unissued common shares and our Board of Directors is authorised to issue any of our authorised but unissued preference shares subject to obtaining prior shareholder approval for the issuance of such preference shares. There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our shares.

Common shares

Holders of common shares have no pre-emptive, redemption, conversion or sinking fund rights. Holders of common shares are entitled to one vote per share on all matters submitted to a vote of holders of common shares. Unless a different majority is required by law or by our Bye-laws, resolutions to be approved by holders of common shares require approval by a simple majority of votes cast at a meeting at which a quorum is present.

In the event of our liquidation, dissolution or winding up, the holders of common shares are entitled to share equally and rateably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding preference shares.

Preference Shares

Pursuant to Bermuda law and our Bye-laws, subject to obtaining prior shareholder approval for the issuance of such shares, our Board of Directors may, by resolution, establish one or more series of preference shares having such number of shares, designations, dividend rates, relative voting rights, conversion or exchange rights, redemption rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by the Board of Directors without any further shareholder approval. Such rights, preferences, powers and limitations, as may be established, could have the effect of discouraging an attempt to obtain control of the company.

The issuance of preference shares could have the effect of decreasing the trading price of our common shares, restricting dividends on our common shares, diluting the voting power of our common shares, impairing the liquidation rights of our common shares, or delaying or preventing a change in control of the Company.

Issuance of New Shares

Pursuant to our Bye-laws, subject to any resolution of the shareholders to the contrary, our Board of Directors is authorised to issue any of our authorised but unissued common shares and our Board of Directors is authorised to issue any of our authorised but unissued preference shares subject to obtaining prior shareholder approval for the issuance of such preference shares.

Subject to this, our Board of Directors may allot, issue or grant options over or otherwise dispose of new common shares to such persons on such terms and conditions and with the rights and restrictions as they may think fit to impose. Such rights are subject to any condition attached to such issue and the regulations of any stock exchange on which our common shares are listed, as well as U.S. federal and blue sky securities laws applicable to such issue.

For a reconciliation of the number of common shares outstanding through December 31, 2023, see the table in "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources – Equity*".

Derivative Financial Instruments

We have no derivative financial instruments other than the share options issued in relation to our LTIP.

Share Options

We operate an equity-settled, share-based long term incentive plan for our senior management and key employees (the LTIP, as further described in "Item 6. Directors, Senior Management and Executive Officers – B. Compensation of Directors and Executive Officers"). Under the LTIP, share options have been granted to senior management and certain key employees on March 22, 2023. See "*Item 6.B – Compensation of Directors and Executive Officers – Long-term incentive share plan*" for additional information about the LTIP.

Dividend Rights

Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) that the realizable value of its assets would thereby be less than its liabilities. Under our Bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our Board of Directors, subject to any preferred dividend right of the holders of any preference shares.

After our dual listing, shareholders holding their shares through the NYSE will receive dividends in U.S. Dollars through our United States registrar. Shareholders holding their shares through the Oslo Børs will receive dividends in NOK through our Norwegian registrar. The currency in which each shareholder will receive its dividends will be determined as per the record date for the dividend distribution.

Shareholders holding their shares through the Oslo Børs will receive their dividends three days later than shareholders whose common shares are held through the NYSE. There will be a temporary halt in cross-border transactions for our common shares between the NYSE and the Oslo Børs in the period around the ex-date and record date for the dividend distribution.

Variation of Rights

If at any time we have more than one class of shares, the rights attaching to any class, unless otherwise provided for by the terms of issue of the relevant class, may be varied either: (i) with the consent in writing of the holders of 75% of the issued shares of that class; or (ii) with the sanction of a resolution passed by a majority of the votes cast at a general meeting of the relevant class of shareholders at which a quorum consisting of at least two persons holding or representing one-third of the issued shares of the relevant class is present. Our Bye-laws specify that the creation or issue of shares ranking equally with existing shares will not, unless expressly provided by the terms of issue of existing shares, vary the rights attached to existing shares. In addition, the creation or issue of preference shares ranking prior to common shares will not be deemed to vary the rights attached to common shares or, subject to the terms of any other series of preference shares, to vary the rights attached to any other series of preference shares.

Transfer of Shares

Our Board of Directors may in its absolute discretion and without assigning any reason refuse to register the transfer of a share that it is not fully paid. Our Board of Directors may refuse to register the transfer of any share and may direct the registrar and/or transfer agent of the Company to decline to register the transfer of any interest held through a Depository (as defined in our Bye-laws) where such transfer is not in accordance with certain interested party provisions as set forth in our Bye-laws or where such transfer would in the opinion of our Board of Directors be likely to result in 50% or more of the aggregate issued and outstanding share capital or shares of the Company to which are attached 50% or more of the votes of all issued and outstanding shares of the Company, being held or owned directly or indirectly by individuals or legal persons resident for tax purposes in Norway or alternatively such shares effectively connected to a Norwegian business activity, or the Company otherwise being deemed a Controlled Foreign Company as such term is defined pursuant to Norwegian tax legislation. Our Board of Directors may also refuse to recognise an instrument of transfer of a share unless it is accompanied by the relevant share certificate and such other evidence of the transferor's right to make the transfer as our Board of Directors shall reasonably require. Subject to these restrictions, a holder of common shares may transfer the title to all or any of his common shares by completing a form of transfer in the form set out in our Bye-laws (or as near thereto as circumstances admit) or in such other common form as the board may accept. The instrument of transfer must be signed by the transferor and transferee, although in the case of a fully paid share our Board of Directors may accept the instrument signed only by the transferor.

Where our shares are listed or admitted to trading on any appointed stock exchange, such as the NYSE or the Oslo Børs, they will be transferred in accordance with the rules and regulations of such exchange, subject to applicable laws.

B. Memorandum of Association and Bye-laws

The following is a description of the material terms of our amended Bye-laws. The following descriptions of share capital and provisions of the Bye-laws are summaries and are qualified by reference to the Bye-laws, a copy of which is filed with the SEC as Exhibit 1.2 to this Registration Statement.

For information regarding the rights, preferences and restrictions attaching to our common shares, see the section titled "*Item 10. Additional Information – A. Share Capital*" above.

General

We are incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda (the "Registrar") under registration number 49023. We were incorporated on April 29, 2014 under the name BW Pacific Limited, and we changed our name to BW Tankers Limited on February 13, 2018 and then to Hafnia Limited on January 16, 2019. Our registered office is located at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

The objects of the company are unrestricted and the company has the capacity of a natural person. We can therefore undertake activities without restriction on our capacity.

General Meetings of Shareholders

Under Bermuda law, a company is required to convene at least one general meeting of shareholders each calendar year (the "annual general meeting"). However, the shareholders may by resolution waive this requirement, either for a specific year or period of time, or indefinitely. When the requirement has been so waived, any shareholder may, on notice to the company, terminate the waiver, in which case an annual general meeting must be called. We have chosen not to waive the convening of an annual general meeting.

Bermuda law provides that a special general meeting of shareholders may be called by the Board of Directors of a company and must be called upon the request of shareholders holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings. Bermuda law also requires that shareholders be given at least five days' advance notice of a general meeting, but the accidental omission to give notice to any person does not invalidate the proceedings at a meeting. Our Bye-laws provide that our Board of Directors, the president of the company (if any) or the chair of the Company may convene an annual general meeting and the Board of Directors, the president of the company (if any) or the chair of the Company may

convene a special general meeting. Under our Bye-laws, at least 14 clear days' notice of an annual general meeting or a special general meeting must be given to each shareholder entitled to vote at such meeting. This notice requirement is subject to the ability to hold such meetings on shorter notice if such notice is agreed: (i) in the case of an annual general meeting by all of the shareholders entitled to attend and vote at such meeting; or (ii) in the case of a special general meeting by a majority in number of the shareholders entitled to attend and vote at the meeting holding not less than 95% in nominal value of the shares entitled to vote at such meeting. Notice of general meetings must specify the place, the day and hour of the meeting and in the case of special general meetings, the general nature of the business to be considered. The quorum required for a general meeting of shareholders is two or more persons present in person throughout the meeting and representing in person or by proxy in excess of 33% of all issued and outstanding common shares.

Access to Books and Records

Members of the general public have a right to inspect the public documents of a company available at the office of the Registrar. These documents include the company's memorandum of association, including its objects and powers, and certain alterations to the memorandum of association. The shareholders have the additional right to inspect the bye-laws of the company, minutes of general meetings and the company's audited financial statements, which must be presented in the annual general meeting. The register of members of a company is also open to inspection by shareholders and by members of the general public without charge. The register of members is required to be open for inspection for not less than two hours in any business day (subject to the ability of a company to close the register of members for not more than 30 days in a year). A company is required to maintain its share register in Bermuda but may, subject to the provisions of the Bermuda Companies Act, establish a branch register outside of Bermuda. A company is required to keep at its registered office a register of directors and officers that is open for inspection for not less than two hours in any business day by members of the public without charge. A company is also required to file with the Registrar a list of its directors to be maintained on a register, which register will be available for public inspection subject to such conditions as the Registrar may impose and on payment of such fee as may be prescribed. However, Bermuda law does not provide a general right for shareholders to inspect or obtain copies of any other corporate records.

Election, Re-Election and Removal of Directors

Our Bye-laws provide that our board shall consist of three directors or such greater number as the shareholders may determine.

Any shareholder wishing to propose for election as a director someone who is not an existing director or is not proposed by our board must give notice of the intention to propose the person for election. Where a director is to be elected at an annual general meeting, that notice must be given not less than 90 days nor more than 120 days before the anniversary of the last annual general meeting prior to the giving of the notice or, in the event the annual general meeting is called for a date that is not 30 days before or after such anniversary the notice must be given not later than 10 days following the earlier of the date on which notice of the annual general meeting was posted to shareholders or the date on which public disclosure of the date of the annual general meeting was made. Where a director is to be elected at a special general meeting, that notice must be given not later than 10 days following the earlier of the date on which notice of the special general meeting was posted to shareholders or the date on which public disclosure of the date of the special general meeting was made.

A director may be removed by the shareholders, provided notice of the shareholders meeting convened to remove the director is given to the director. The notice must contain a statement of the intention to remove the director and must be served on the director not less than 14 days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

Our Board of Directors or the shareholders in general meeting shall have the power, at any time and from time to time, to appoint any person to be a director either to fill a casual vacancy occurring as a result of the death, disability, disqualification or resignation of any director or as a result of an increase in the size of the board so long as the total number of directors shall not at any time exceed the maximum number (if any) fixed in accordance with our Bye-laws. See "*Item 6. – Directors, Senior Management and Employees*" for additional information regarding the powers of the Board of Directors.

Indemnification of Directors and Officers

Section 98 of the Bermuda Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favour or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Bermuda Companies Act.

Our Bye-laws provide that we shall indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty, and that we may advance funds to our officers and directors for costs, charges and expenses incurred in their defence upon receipt of an undertaking to repay the funds if any allegation of fraud or dishonesty is proven. Subject to Section 14 of the Securities Act, which renders void any purported waiver of the provisions of the Securities Act, our Bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company's directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the Bermuda Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors' and officers' liability policy for such purpose.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

Amendment of Memorandum of Association

Bermuda law provides that the memorandum of association of a company may be amended by a resolution passed at a general meeting of shareholders and our Bye-laws require that the resolution must include the affirmative vote of not less than two-thirds of the votes cast at the meeting. Our Bye-laws provide that no bye-law shall be rescinded, altered or amended, and no new bye-law shall be made, unless it shall have been approved by a resolution of our Board of Directors and by a resolution of our shareholders, which includes the affirmative vote of not less than 75% of the votes cast on the resolution.

Under Bermuda law, the holders of an aggregate of not less than 20% in par value of a company's issued share capital or any class thereof have the right to apply to the Supreme Court of Bermuda for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment that alters or reduces a company's share capital as provided in the Bermuda Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Supreme Court of Bermuda. An application for an annulment of an amendment of the memorandum of association must be made within 21 days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their number as they may appoint in writing for the purpose. No application may be made by shareholders voting in favour of the amendment.

Amalgamations, Mergers and Business Combinations

The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's Board of Directors and by its shareholders. Unless the company's bye-laws provide otherwise, the approval of 75% of the shareholders voting at such meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be two or more persons holding or representing more than one-third of the issued shares of the company. Our Bye-laws provide that a merger or an amalgamation that has been approved by the Board of Directors must only be approved by a simple majority of the votes cast at a general meeting of the shareholders at which the quorum shall be two or more persons present in person and representing in person or by proxy in excess of 33 1/3% of all issued and outstanding common shares.

Under Bermuda law, in the event of an amalgamation or merger of a Bermuda company with another company or corporation, a shareholder of the Bermuda company who did not vote in favour of the amalgamation or merger and who is not satisfied that fair value has been offered for such shareholder's shares may, within one month of notice of the shareholders meeting, apply to the Supreme Court of Bermuda to appraise the fair value of those shares.

Our Bye-laws contain provisions regarding "business combinations" with "interested shareholders". Pursuant to our Bye-laws, in addition to any other approval that may be required by applicable law, any business combination with an interested shareholder within a period of three years after the date of the transaction in which the person became an interested shareholder must be approved by our board and authorised at an annual or special general meeting by the affirmative vote of at least 75% of our issued and outstanding voting shares that are not owned by the interested shareholder, unless: (i) prior to the time that the shareholder becoming an interested shareholder, our Board of Directors approved either the business combination or the transaction that resulted in the shareholder becoming an interested shareholder; or (ii) upon consummation of the transaction that resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of our issued and outstanding voting shares at the time the transaction commenced. For purposes of these provisions, "business combinations" include mergers, amalgamations, consolidations and certain sales, leases, exchanges, mortgages, pledges, transfers and other dispositions of assets, issuances and transfers of shares and other transactions resulting in a financial benefit to an interested shareholder. An "interested shareholder" is a person that beneficially owns 15% or more of our issued and outstanding voting shares and any person affiliated or associated with us that owned 15% or more of our issued and outstanding voting shares at any time three years prior to the relevant time.

Shareholder Suits

Class actions and derivative actions are generally not available to shareholders under Bermuda law. However, the Bermuda courts would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some part of the shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company.

Our Bye-laws contain a provision by virtue of which our shareholders waive any claim or right of action that they have, both individually and on our behalf, against any director or officer in relation to any action or failure to take action by such director or officer, except in respect of any fraud or dishonesty of such director or officer. We have been advised by the SEC that in the opinion of the SEC, the operation of this provision as a waiver of the right to sue for violations of federal securities laws would likely be unenforceable in U.S. courts.

Capitalization of Profits and Reserves

Pursuant to our Bye-laws, our Board of Directors may (i) capitalise any part of the amount of our share premium or other reserve accounts or any amount credited to our profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro-rata (except in connection with the conversion of shares) to the shareholders; or (ii) capitalise any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by paying up in full, partly paid or nil paid shares of those shareholders who would have been entitled to such sums if they were distributed by way of dividend or distribution.

Untraced Shareholders

Our Bye-laws provide that our Board of Directors may forfeit any dividend or other monies payable in respect of any shares which remain unclaimed for six years from the date when such monies became due for payment. In addition, we are entitled to cease sending dividend warrants and checks by post or otherwise to a

shareholder if such instruments have been returned undelivered to, or left uncashed by, such shareholder on at least two consecutive occasions or, following one such occasion, reasonable enquires have failed to establish the shareholder's new address. This entitlement ceases if the shareholder claims a dividend or cashes a dividend check or a warrant.

Compulsory Acquisition of Shares Held by Minority Holders

An acquiring party is generally able to acquire compulsorily the common shares of minority holders in the following ways:

1. By a procedure under the Bermuda Companies Act known as a "scheme of arrangement". A scheme of arrangement could be effected by obtaining the agreement of the company and of holders of common shares, representing in the aggregate a majority in number and at least 75% in value of the common shareholders present and voting at a court ordered meeting held to consider the scheme or arrangement. The scheme of arrangement must then be sanctioned by the Bermuda Supreme Court. If a scheme of arrangement receives all necessary agreements and sanctions, upon the filing of the court order with the Registrar of Companies in Bermuda, all holders of common shares could be compelled to sell their shares under the terms of the scheme or arrangement.
2. If the acquiring party is a company, it may compulsorily acquire all the shares of the target company, by acquiring pursuant to a tender offer 90% of the shares or class of shares not already owned by, or by a nominee for, the acquiring party (the offeror), or any of its subsidiaries. If an offeror has, within four months after the making of an offer for all the shares or class of shares not owned by, or by a nominee for, the offeror, or any of its subsidiaries, obtained the approval of the holders of 90% or more of all the shares to which the offer relates, the offeror may, at any time within two months beginning with the date on which the approval was obtained, require by notice any nontendering shareholder to transfer its shares on the same terms as the original offer. In those circumstances, nontendering shareholders will be compelled to sell their shares unless the Supreme Court of Bermuda (on application made within a one-month period from the date of the offeror's notice of its intention to acquire such shares) orders otherwise.
3. Where one or more parties holds not less than 95% of the shares or a class of shares of a company, such holder(s) may, pursuant to a notice given to the remaining shareholders or class of shareholders, acquire the shares of such remaining shareholders or class of shareholders. When this notice is given, the acquiring party is entitled and bound to acquire the shares of the remaining shareholders on the terms set out in the notice, unless a remaining shareholder, within one month of receiving such notice, applies to the Supreme Court of Bermuda for an appraisal of the value of their shares. This provision only applies where the acquiring party offers the same terms to all holders of shares whose shares are being acquired.

Liquidation or Other Return of Capital

On a winding-up or other return of capital, subject to any special rights attaching to any other class of shares, holders of common shares will be entitled to participate in any surplus assets in proportion to their shareholdings.

Registrar or Transfer Agent

A register of holders of the common shares will be maintained by at the registered office of the Company in Bermuda, and a branch register will be maintained in the United States by Broadridge Corporate Issuer Solutions, Inc., which will serve as branch registrar and transfer agent.

Our Constitution Following the Redomiciliation

Following our Redomiciliation, the Constitution will be the constitutive document of Hafnia (Singapore). The Constitution that we intend to propose for shareholder approval, the substantial form of which has been filed as Exhibit 1.4 to this Registration Statement, will contain materially similar provisions to our Bye-laws, except to the extent that Singapore law requires provisions that differ from those currently included in the Bye-laws and Bermuda law.

Anti-Takeover Effect of Certain Provisions of our Bye-laws

Business Combinations

In connection with our listing in the United States, we adopted certain bye-law provisions regarding "business combinations" between Hafnia and "interested shareholders" and we will have similar provisions in our Constitution following the Redomiciliation. Specifically, our Bye-laws and our Constitution following the Redomiciliation prohibit us from engaging in a "business combination" with certain persons for three years following the date the person becomes an interested shareholder. Interested shareholders generally include:

- any person who is the beneficial owner of 15% or more of our outstanding voting shares; or
- any person who is our affiliate or associate and who held 15% or more of our outstanding voting shares at any time within three years before the date on which the person's status as an interested shareholder is determined, and the affiliates and associates of such person.

Subject to certain exceptions, a business combination includes, among other things:

- certain mergers or consolidations of us or any direct or indirect majority-owned subsidiary of ours;
- any sale, lease, exchange, mortgage, pledge, transfer or other disposition of our assets or of any subsidiary of ours having an aggregate fair market value equal to 10% or more of either the aggregate fair market value of all of our assets, determined on a combined basis, or the aggregate value of all of our outstanding shares;
- certain transactions that result in the issuance or transfer by us of any stock of ours to the interested shareholder;
- any transaction involving us or any of our subsidiaries that has the effect of increasing the proportionate share of any class or series of stock, or securities convertible into any class or series of stock, of ours or any such subsidiary that is owned directly or indirectly by the interested shareholder or any affiliate or associate of the interested shareholder; and
- any receipt by the interested shareholder of the benefit directly or indirectly (except proportionately as a shareholder) of any loans, advances, guarantees, pledges or other financial benefits provided by or through us.

These provisions of our Bye-laws and our Constitution following the Redomiciliation will not apply to a business combination if:

- before a person became an interested shareholder, our Board of Directors approved either the business combination or the transaction in which the shareholder became an interested shareholder;
- upon consummation of the transaction which resulted in the shareholder becoming an interested shareholder, the interested shareholder owned at least 85% of our voting shares outstanding at the time the transaction commenced, other than certain excluded shares;
- at or following the transaction in which the person became an interested shareholder, the business combination is approved by our Board of Directors and authorised at an annual or special general meeting of shareholders by the affirmative vote of the holders of at least 75% of our outstanding voting shares that is not owned by the interested shareholder;
- the transaction is proposed by the BW Group or one of its affiliates;
- a shareholder became an interested shareholder inadvertently and (i) as soon as practicable divested itself of ownership of sufficient shares so that the shareholder ceased to be an interested shareholder; and (ii) would not, at any time within the three-year period immediately prior to a business combination between us and such shareholder, have been an interested shareholder but for the inadvertent acquisition of ownership; or
- the business combination is proposed prior to the consummation or abandonment of and subsequent to the earlier of the public announcement or the notice required under our Bye-laws or if approved by our shareholders our Constitution which (i) constitutes one of the transactions described in the following sentence; (ii) is with or by a person who either was not an interested shareholder during the previous

three years or who became an interested shareholder with the approval of the board; and (iii) is approved or not opposed by a majority of the members of the Board of Directors then in office (but not less than one) who were directors prior to any person becoming an interested shareholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors. The proposed transactions referred to in the preceding sentence are limited to:

(i) a merger or consolidation of us (except for a merger in respect of which, pursuant to the Bermuda Companies Act or, after the Redomiciliation if approved by our shareholders, pursuant to the Singapore Companies Act, no vote of our shareholders is required);

(ii) a sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), whether as part of a dissolution or otherwise, of assets of us or of any direct or indirect majority-owned subsidiary of ours (other than to any direct or indirect wholly-owned subsidiary or to us) having an aggregate fair market value equal to 50% or more of either the aggregate fair market value of all of our assets determined on a consolidated basis or the aggregate fair market value of all the outstanding shares; or

(iii) a proposed tender or exchange offer for 50% or more of our outstanding voting shares.

Advance notice requirements for shareholder proposals for election as a director

Our Bye-laws have been amended to provide that shareholders seeking to propose for election as a director at an annual meeting of shareholders must provide timely notice of their proposal in writing to the Company. Generally, to be timely, a shareholder's notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the one-year anniversary of the immediately preceding annual general meeting of shareholders. Our Bye-laws also specify requirements as to the form and content of a shareholder's notice.

These provisions may impede 'shareholders' ability to bring matters before an annual general meeting of shareholders.

Exclusive Jurisdiction

Our Bye-laws have been amended to provide that any dispute concerning the Bermuda Companies Act or out of or in connection with these Bye-laws, including any question regarding the existence and scope of any bye-law and/or whether there has been any breach of the Bermuda Companies Act or these Bye-laws by an Officer or Director (whether or not such a claim is brought in the name of a shareholder or in the name of the Company), any such dispute shall be subject to the exclusive jurisdiction of the Supreme Court of Bermuda. Our amended Bye-laws further provide that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or the Exchange Act.

After the Redomiciliation, if approved by our shareholders, our Constitution will also contain an exclusive jurisdiction clause stipulating that any dispute concerning the Singapore Companies Act or out of or in connection with the Constitution, including any question regarding the existence and scope of any regulation of the Constitution and/or whether there has been any breach of the Singapore Companies Act or the Constitution by an Officer or Director (whether or not such a claim is brought in the name of a shareholder or in the name of the Company), any such dispute shall be subject to the exclusive jurisdiction of the courts of Singapore. Our Constitution will further provide that unless the Company consents in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act, or the Exchange Act.

Our shareholders should note that they cannot waive compliance with United States federal securities laws and the rules and regulations thereunder.

Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. If mandatory laws or other regulations designate the forum for certain causes of action, there is a high likelihood that such designed applicable forum will not be set aside because of the exclusive jurisdiction provision in our Bye-laws or Constitution, as applicable.

See "*Our Bye-laws contain an exclusive jurisdiction provision applicable to certain types of actions and after the Redomiciliation, if approved by our shareholders, our Constitution will contain an exclusive jurisdiction provision applicable to certain types of actions. These exclusive jurisdiction provisions could limit the ability of our shareholders to obtain a favourable judicial forum for disputes against us or our directors or officers,"* in *"Item 3. Key Information - D. Risk Factors - Risks Related to Our Company, Organization, and Structure"* for a description of the risks related to the exclusive jurisdiction clause in our Bye-laws or, as applicable, our Constitution.

Certain Provisions of Bermuda Law

We have been designated by the Bermuda Monetary Authority as a non-resident for Bermuda exchange control purposes. This designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares.

Specific permission from the Bermuda Monetary Authority is required for all issues and transfers of securities of Bermuda companies involving persons who are non-resident, other than in cases where general permission has been given to such issue and subsequent transfer. The Bermuda Monetary Authority has given its consent for the issue and free transferability of the common shares of the Company and between non-residents of Bermuda for exchange control purposes, provided our common shares remain listed on an appointed stock exchange, which includes the NYSE and the Oslo Børs. Approvals or permissions given by the Bermuda Monetary Authority do not constitute a guarantee by the Bermuda Monetary Authority as to our performance or our creditworthiness. Accordingly, in giving such consent or permissions, neither the Bermuda Monetary Authority nor the Registrar of Companies in Bermuda shall be liable for the financial soundness, performance or default of our business or for the correctness of any opinions or statements expressed in this Registration Statement. Certain issues and transfers of common shares involving persons deemed resident in Bermuda for exchange control purposes require the specific consent of the Bermuda Monetary Authority.

In accordance with Bermuda law, share certificates are only issued in the names of companies, partnerships or individuals. In the case of a shareholder acting in a special capacity (for example as a trustee), certificates may, at the request of the shareholder, record the capacity in which the shareholder is acting. Notwithstanding such recording of any special capacity, we are not bound to investigate or see to the execution of any such trust.

Singapore Code on Take-Overs and Mergers

The Singapore Code on Take-Overs and Mergers ("Singapore Take-over Code"), regulates, among other things, the acquisition of voting shares of Singapore-incorporated public companies. In this regard, the Singapore Take-over Code applies to, among others, corporations with a primary listing of their equity securities in Singapore. While the Singapore Take-over Code is drafted with, among others, listed public companies in mind, unlisted public companies with more than 50 shareholders and net tangible assets of SGD $5.0 million or more, must also observe the letter and spirit of the general principles and rules of the Singapore Take-Over Code, wherever this is possible and appropriate.

Public companies with a primary listing overseas may apply to the SIC to waive the application of the Singapore Take-over Code. We have filed an application with SIC to waive the application of the Singapore Take-over Code in relation to us. If our application is granted, the Singapore Take-over Code will not apply to us for so long as we are not listed on a securities exchange in Singapore. We will make an appropriate announcement if our waiver application is granted by the SIC.

For so long as the Singapore Take-over Code applies, any person acquiring an interest, whether by a series of transactions over a period of time or not, either on his or her own or together with parties acting in concert with such person, in 30% or more of the voting rights in the Company or any person holding, either on his or her own or together with parties acting in concert with such person, between 30% and 50% (both amounts inclusive) of the voting rights in the Company, and if such person (or parties acting in concert with such person) acquires additional voting shares representing more than 1% of the voting rights in the Company in any six-month period, must, except with the consent of SIC, extend a mandatory take-over offer for all the remaining voting shares in accordance with the provisions of the Singapore Take-over Code. Responsibility for ensuring compliance with the Singapore Take-over Code rests with parties (including company directors) to a take-over or merger and their advisors.

Under the Singapore Take-over Code, "parties acting in concert" comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), cooperate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company. Certain persons are presumed (unless the presumption is rebutted) to be acting in concert with each other. They are as follows:

- a company, its parent company, subsidiaries and fellow subsidiaries (together, the related companies), the associated companies of any of the company and its related companies, companies whose associated companies include any of these foregoing companies and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing for the purchase of voting rights;
- a company with any of its directors (together with their close relatives, related trusts and companies controlled by any of the directors, their close relatives and related trusts);
- a company with any of its pension funds and employee share schemes;
- a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis but only in respect of the investment account which such person manages;
- a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and persons controlling, controlled by or under the same control as the adviser;
- directors of a company (including their close relatives, related trusts and companies controlled by any of such directors, their close relatives and related trusts) which is subject to an offer or where the directors have reason to believe a bona fide offer for the company may be imminent;
- partners; and
- an individual and (i) such person's close relatives, (ii) such person's related trusts, (iii) any person who is accustomed to act in accordance with such person's instructions, (iv) companies controlled by the individual, such person's close relatives, such person's related trusts or any person who is accustomed to act in accordance with such person's instructions and (v) any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing for the purchase of voting rights.

Subject to certain exceptions, a mandatory offer must be in cash or be accompanied by a cash alternative at not less than the highest price paid by the offeror or parties acting in concert with the offeror during the offer period and within the six months prior to its commencement.

Under the Singapore Take-over Code, where effective control of a company is acquired or consolidated by a person, or persons acting in concert, a general offer to all other shareholders is normally required. An offeror must treat all shareholders of the same class in an offeree company equally. A fundamental requirement is that shareholders in the company subject to the take-over offer must be given sufficient information, advice and time to enable them to reach an informed decision on the offer. These legal requirements may impede or delay a takeover of our company by a third party.

Comparison of Shareholder Rights

Our corporate affairs are governed by our Memorandum of Association and Bye-laws and by the corporate law of Bermuda. The provisions of the Bermuda Companies Act, which applies to us, differ in certain material respects from laws generally applicable to U.S. companies incorporated in the State of Delaware and their shareholders.

The following is a summary of significant differences between the Bermuda Companies Act and Bermuda common law currently applicable to us and our shareholders, the Singapore Companies Act that will be applicable to us and our shareholders following the Redomiciliation and the provisions of the Delaware General Corporation Law ("DGCL") applicable to U.S. companies organised under the laws of Delaware and their shareholders.

Delaware	Singapore	Bermuda
Board of Directors		
A typical certificate of incorporation and bylaws provides that the number of directors on the board of directors will be fixed from time to time by a vote of the majority of the authorised directors. Under Delaware law, a board of directors can be divided into classes and cumulative voting in the election of directors is only permitted if expressly authorised in a corporation's certificate of incorporation.	A typical constitution states the minimum and maximum (if any) number of directors as well as provides that the number of directors may be increased or reduced by shareholders via ordinary resolution passed at a general meeting, provided that the number of directors following such increase or reduction is within the maximum (if any) and minimum number of directors provided in the constitution and the Singapore Companies Act, respectively. The Board of Directors must also consist of at least one director who is ordinarily resident in Singapore.	The Board of Directors must consist of at least one director. The number of directors is fixed by the bye-laws, and any changes to such number must be approved by the Board of Directors and/or the shareholders in accordance with the company's bye-laws.
Interested Shareholders		
Section 203 of the DGCL generally prohibits a Delaware corporation from engaging in specified corporate transactions (such as mergers, stock and asset sales, and loans) with an "interested stockholder" for three years following the time that the stockholder becomes an interested stockholder. Subject to specified exceptions, an "interested stockholder" is a person or group that owns 15% or more of the corporation's outstanding voting stock (including any rights to acquire stock pursuant to an option, warrant, agreement, arrangement or understanding, or upon the exercise of conversion or exchange rights, and stock with respect to which the person has voting rights only), or is an affiliate or associate of the corporation and was the owner of 15% or more of the voting stock at any time within the previous three years.	There are no comparable provisions under the Singapore Companies Act with respect to public companies which are not listed on the Singapore Exchange Securities Trading Limited. However, the Company's Constitution will include an interested shareholder provision that is based on Section 203 of the DGCL.	There are no comparable provisions under the Bermuda Companies Act with respect to public companies which are not listed on the Bermuda Stock Exchange. However, the Company's Bye-laws include an interested shareholder provision that is based on Section 203 of the DGCL, as discussed under " – *Amalgamations, Mergers and Business Combinations*" above.

Delaware	Singapore	Bermuda
A Delaware corporation may elect to "opt out" of, and not be governed by, Section 203 through a provision in either its original certificate of incorporation, or an amendment to its original certificate or bylaws that was approved by majority stockholder vote. With a limited exception, this amendment would not become effective until 12 months following its adoption.		
Removal of Directors		
A typical certificate of incorporation and bylaws provide that, subject to the rights of holders of any preferred stock, directors may be removed at any time by the affirmative vote of the holders of at least a majority, or in some instances a supermajority, of the voting power of all of the then outstanding shares entitled to vote generally in the election of directors, voting together as a single class. A certificate of incorporation could also provide that such a right is only exercisable when a director is being removed for cause. Removal of a director only for cause is the default rule in the case of a classified board.	Under the Singapore Companies Act, directors of a public company may be removed before expiration of their term of office, notwithstanding anything in its constitution or in any agreement between the public company and such directors, by ordinary resolution (i.e., a resolution which is passed by a simple majority of those shareholders present and voting in person or by proxy). Notice of the intention to move such a resolution must be given to the company not less than 28 days before the meeting at which it is moved. The company shall then give its shareholders notice of such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, must give them notice thereof, in any manner allowed by the constitution, not less than 14 days before the meeting. Where any director removed in this manner was appointed to represent the interests of any particular class of shareholders or debenture holders, the resolution to remove such director will not take effect until such director's successor has been appointed.	Under the Bermuda Companies Act and our Bye-laws, a director may be removed at a special general meeting of shareholders specifically called for that purpose, provided the director is served with at least 14 days' notice. The director has a right to be heard at that meeting. Any vacancy created by the removal of a director at a special or general meeting may be filled at that meeting by the election of another director in his or her place or, in the absence of any such election, by the board of directors.
Filling Vacancies on the Board of Directors		
A typical certificate of incorporation and bylaws provides	A typical constitution provides that the directors have the power to	Under the Bermuda Companies Act, if a quorum of directors

Delaware	Singapore	Bermuda
that, subject to the rights of the holders of any preferred stock, any vacancy, whether arising through death, resignation, retirement, disqualification, removal, an increase in the number of directors or any other reason, may be filled by a majority vote of the remaining directors, even if such directors remaining in office constitute less than a quorum, or by the sole remaining director. Any newly elected director usually holds office for the remainder of the full term expiring at the annual meeting of stockholders at which the term of the class of directors to which the newly elected director has been elected expires.	appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the maximum number (if any) fixed by or in accordance with the constitution. Our Constitution provides that the directors may appoint any person to be a director either to fill a casual vacancy or as an additional director but so that the total number of directors shall not at any time exceed the maximum number fixed in accordance with the constitution. Our constitution also provides that any director so appointed shall hold office only until the next retirement of directors under our constitution.	remains in office, any vacancy occurring in the board of directors may be filled by such remaining directors, unless the bye-laws of a company otherwise provide. If no quorum of directors remains, the vacancy will be filled by a general meeting of shareholders. Pursuant to our Bye-laws our Board of Directors or the shareholders in general meeting shall have the power, at any time and from time to time, to appoint any person to be a director either to fill a casual vacancy or as a result of an increase in the size of the board so long as the total number of directors shall not at any time exceed the maximum number (if any) fixed in accordance with our Bye-laws. Any director so appointed would usually hold office only until the next annual general meeting.
Amendment of Governing Documents		
Under the DGCL, amendments to a corporation's certificate of incorporation require the approval of stockholders holding a majority of the outstanding shares entitled to vote on the amendment, subject to limited exceptions. If a class vote on the amendment is required by the Delaware General Corporation Law, a majority of the outstanding stock of the class is required, unless a greater proportion is specified in the certificate of incorporation or by other provisions of the DGCL. Under the DGCL, the board of directors may amend bylaws if so authorised in the charter. The stockholders of a Delaware corporation also have the power to amend bylaws.	Under the Singapore Companies Act, an entrenching provision may be included in the constitution with which a company is formed, but may at any time be inserted into the constitution only if all the shareholders agree. An entrenching provision is a provision of the constitution to the effect that other specified provisions of the constitution may not be altered in the manner provided by the Singapore Companies Act or may not be so altered except (i) by a resolution passed by a specified majority greater than 75% (the minimum majority required by the Singapore Companies Act for a special resolution) or (ii) where other specified conditions are met. The Singapore Companies Act provides that such entrenching provision may be removed or altered only if all the shareholders agree.	Under Bermuda law, the holders of an aggregate of not less than 20% in par value of a company's issued share capital or any class thereof have the right to apply to the Supreme Court of Bermuda for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment that alters or reduces a company's share capital as provided in the Bermuda Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Bermuda court. An application for an annulment of an amendment of the memorandum of association must be made within 21 days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their number as such holders may

Delaware	Singapore	Bermuda
	Our constitution may be altered by special resolution (i.e., a resolution passed by at least a three-fourths majority of the shareholders entitled to vote, present in person or by proxy at a meeting for which not less than 21 days' written notice is given). The board of directors has no power to amend the constitution.	appoint in writing for such purpose. No application may be made by the shareholders voting in favour of the amendment. Pursuant to our Bye-laws, no alteration or amendment to our Memorandum of Association or Bye-laws may be made until approved by a resolution of the board of directors and by a resolution of the members including the affirmative vote of not less than two-thirds or 75% respectively of the votes cast at a general meeting.
Meetings of Shareholders		
Annual and Special Meetings Typical bylaws provide that annual meetings of stockholders are to be held on a date and at a time fixed by the board of directors. Under the DGCL, a special meeting of stockholders may be called by the board of directors or by any other person authorised to do so in the certificate of incorporation or the bylaws.	*Annual General Meetings* Subject to the Singapore Companies Act, all companies are required to hold an annual general meeting after the end of each financial year within either four months (in the case of a public company that is listed on an exchange in Singapore approved by the Monetary Authority of Singapore) or six months (in the case of any other company). *Extraordinary General Meetings* Any general meeting other than the annual general meeting is called an "extraordinary general meeting". Notwithstanding anything in the constitution, directors of a company are required to convene an extraordinary general meeting if required to do so by requisition (written notice to the directors requiring that a meeting be called) by shareholder(s) holding not less than 10% of the total number of paid-up shares as at the date of the deposit of the requisition carrying the right of voting at general meetings of the company. A constitution usually also provides that general meetings may be convened in accordance with the Singapore Companies Act by the directors.	*Annual General Meetings* Under Bermuda law, a company is required to convene an annual general meeting each calendar year. However, the shareholders may by resolution waive this requirement, either for a specific year or period of time, or indefinitely. When the requirement has been so waived, any shareholder may, on notice to the company, terminate the waiver, in which case an annual general meeting must be called. *Special General Meetings* Bermuda law provides that a special general meeting of shareholders may be called by the board of directors of a company and must be called upon the request of shareholders holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings. Bermuda law also requires that shareholders be given at least five days' advance notice of a general meeting, but the accidental omission to give notice to any person does not invalidate the proceedings at a meeting. May be held in or outside Bermuda.

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	Two or more members holding not less than 10% of the total number of issued shares of the company (excluding treasury shares) or, if the company has not a share capital, not less than 5% in number of members of the company or such lesser number as is provided by the constitution may also call a meeting of the company in accordance with the provisions of the Singapore Companies Act.	*Notice:* The notice provisions of our Bye-laws are discussed under "– *General Meetings of Shareholders*" above. *Calling of Special Shareholders' Meetings* Bermuda law also provides that a special general meeting must be called upon the request of shareholders holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings. Under our Bye-laws, a special general meeting may be called by the chairperson of the Company, the president or the board. *Shareholder Proposals* Under Bermuda law, shareholders may, at their own expense (unless the company otherwise resolves), require the company to: (1) give notice to all shareholders entitled to receive notice of the annual general meeting of any resolution that the shareholders may properly move at the next annual general meeting; or (2) circulate to all shareholders entitled to receive notice of any general meeting a statement (of not more than 1,000 words) in respect of any matter referred to in the proposed resolution or any business to be conducted at such general meeting. The number of shareholders necessary for such a requisition is any number of shareholders representing not less than 10% of the total paid up capital of the Company.

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Quorum Requirements Under the DGCL, a corporation's certificate of incorporation or bylaws can specify the number of shares which constitute the quorum required to conduct business at a meeting, provided that in no event shall a quorum consist of less than one-third of the shares entitled to vote at a meeting.	*Quorum Requirements* Under Singapore law, unless the constitution provides otherwise, two shareholders personally present form a quorum. Our Constitution provides that the quorum at any general meeting shall be two or more persons present in person throughout the meeting and representing in person or by proxy in excess of 33% the total issued and outstanding shares. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, the meeting shall be adjourned for one week, or to such other day and at such other time and place as the directors may determine. *Shareholders' Rights at Meetings* The Singapore Companies Act provides that every member shall, notwithstanding any provision in the constitution, have a right to attend any general meeting of the company and to speak on any resolution before the meeting. The holder of a share may vote on a resolution before a general meeting of the company if the share confers on the holder a right to vote on that resolution. The company's constitution may provide that a member shall not be entitled to vote unless all calls or other sums personally payable by him in respect of shares in the company have been paid. Shares in a public company may confer special, limited or conditional voting rights or not confer voting rights. In this regard, different classes of shares in a public company may be issued only if the issue of the class or classes of shares is provided for in the constitution of the public company and the constitution of the public company sets out in respect of	*Quorum Requirements* Under Bermuda law, the bye-laws must provide the number of shareholders required to constitute a quorum. Under our Bye-laws, at any general meeting, the quorum required for the transaction of business is two or more persons present in person throughout the meeting and representing in person or by proxy in excess of 33% the total issued and outstanding shares.

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	each class of shares the rights attached to that class of shares. A public company shall not undertake any issuance of shares that confer special, limited or conditional voting rights or that confer no voting rights unless it is approved by shareholders by special resolution. *Circulation of Shareholders' Resolutions* Under the Singapore Companies Act, a company shall on the requisition of (a) any number of shareholders representing not less than 5% of the total voting rights of all the shareholders having at the date of requisition a right to vote at a meeting to which the requisition relates or (b) not less than 100 shareholders holding shares on which there has been paid up an average sum, per shareholder, of not less than SGD 500, and unless the company otherwise resolves, at the expense of the requisitionists, (i) give to shareholders entitled to receive notice of the next annual general meeting notice of any resolution which may properly be moved and is intended to be moved at that meeting, and (ii) circulate to shareholders entitled to receive notice of any general meeting any statement of not more than 1,000 words with respect to the matter referred to in any proposed resolution or the business to be dealt with at that meeting.	
Limitation on Personal Liability of Directors and Indemnification of Officers, Directors and Employees		
Under the DGCL, a certificate of incorporation may provide for the elimination of personal monetary liability of directors for breach of fiduciary duties as directors to the fullest extent permissible under the laws of Delaware, except for liability (i) for any breach of a director's loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which	Under Section 172 of the Singapore Companies Act, any provision exempting or indemnifying a director against any liability for negligence, default, breach of duty or breach of trust in relation to a company will be void. However, a company is not prohibited from: (a) as provided in Section 172A, purchasing and maintaining for any director insurance against any such liability	Section 98 of the Bermuda Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of

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involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL (relating to the liability of directors for unlawful payment of a dividend or an unlawful stock purchase or redemption) or (iv) for any transaction from which the director derived an improper personal benefit. A typical certificate of incorporation also provides that if the DGCL is amended so as to allow further elimination of, or limitations on, director liability, then the liability of directors will be eliminated or limited to the fullest extent permitted by the DGCL as so amended. Subject to specified limitations in the case of derivative suits brought by a corporation's stockholders in its name, a corporation may indemnify any person who is made a party to any third-party action, suit or proceeding on account of being a director, officer, employee or agent of the corporation (or was serving at the request of the corporation in such capacity for another corporation, partnership, joint venture, trust or other enterprise) against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding through, among other things, a majority vote of a quorum consisting of directors who were not parties to the suit or proceeding, if the person: ☐ acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or, in some circumstances, at least not opposed to its best interests; and ☐ in a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.	incurred by him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company; or (b) as provided in Section 172B, indemnifying a director against liability incurred by him or her to a person other than the company except when the indemnity is against any liability (i) of the director to pay a fine in criminal proceedings, (ii) of the director to pay a penalty to a regulatory authority in respect of noncompliance with any requirements of a regulatory nature (howsoever arising), (iii) incurred by the director in defending criminal proceedings in which he or she is convicted, (iv) incurred by the director in defending civil proceedings brought by the company or a related company in which judgment is given against him or her, or (v) incurred by the director in connection with an application for relief under Section 76A(13) or Section 391 of the Singapore Companies Act in which the court refuses to grant him or her relief. In cases where a director is sued by the company, the Singapore Companies Act gives the court the power to relieve directors either wholly or partially from their liability for their negligence, default, breach of duty or breach of trust. In order for relief to be obtained, it must be shown that (i) the director acted reasonably and honestly; and (ii) it is fair, having regard to all the circumstances of the case including those connected with such director's appointment, to excuse the director. Our constitution provides that, subject to the provisions of the Singapore Companies Act and any other applicable Singapore law, every director, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses	which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favour or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Bermuda Companies Act. Our Bye-laws will provide that we shall indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty. Subject to Section 14 of the Securities Act, which renders void any waiver of the provisions of the Securities Act, our Bye-laws will provide that our shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of our directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the Bermuda Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors' and officers' liability policy for such a purpose.

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Delaware corporate law permits indemnification by a corporation under similar circumstances for expenses (including attorneys' fees) actually and reasonably incurred by such persons in connection with the defence or settlement of a derivative action or suit, except that no indemnification may be made in respect of any claim, issue or matter as to which the person is adjudged to be liable to the corporation unless the Delaware Court of Chancery or the court in which the action or suit was brought determines upon application that the person is fairly and reasonably entitled to indemnity for the expenses which the court deems to be proper. To the extent a director, officer, employee or agent is successful in the defence of such an action, suit or proceeding, the corporation is required by Delaware corporate law to indemnify such person for reasonable expenses incurred thereby. Expenses (including attorneys' fees) incurred by such persons in defending any action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of that person to repay the amount if it is ultimately determined that that person is not entitled to be so indemnified.	and liabilities incurred or to be incurred by them in the execution and discharge of their duties or in relation thereto. In particular, and without prejudice to the generality of the foregoing, no director, secretary or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited or left or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto unless the same shall happen through his or her own negligence, wilful default, breach of duty or breach of trust.	
Shareholder Approval of Issuances of Shares		
Under Delaware law, the board of directors has the authority to issue, from time to time, capital stock in its sole discretion, as long the number of shares to be issued, together with those shares that are already issued and outstanding and those shares reserved to be issued, do not exceed the authorised capital for the corporation as previously approved by the stockholders and set forth in the corporation's certificate of incorporation. Under such	Section 161 of the Singapore Companies Act provides that notwithstanding anything in the company's constitution, the directors shall not exercise any power to issue shares without prior approval of the company's shareholders in a general meeting. Such authorization may be obtained by ordinary resolution. Once shareholder approval is obtained, unless previously revoked or varied by the company in a general meeting, it continues in force	Pursuant to our Bye-laws, subject to any resolution of the shareholders to the contrary, our Board of Directors is authorised to issue any of our authorised but unissued common shares and our Board of Directors is authorised to issue any of our authorised but unissued preference shares subject to obtaining prior shareholder approval for the issuance of such preference shares.

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circumstances, no additional stockholder approval is required for the issuance of capital stock. Under Delaware law, stockholder approval is required (i) for any amendment to the corporation's certificate of incorporation to increase the authorised capital and (ii) for the issuance of stock in a direct merger transaction where the number of shares exceeds 20% of the corporation's shares outstanding prior to the transaction, regardless of whether there is sufficient authorised capital.	until the conclusion of the next annual general meeting or the expiration of the period within which the next annual general meeting after that date is required by law to be held, whichever is earlier. Any approval may be revoked or varied by the company in a general meeting. Notwithstanding this general authorization to allot and issue our ordinary shares, the Company will be required to seek additional shareholder approval with respect to future issuances of ordinary shares, where required under the NYSE American rules, such as if we were to propose an issuance of ordinary shares that would result in a change in control of the Company or in connection with a transaction involving the issuance of ordinary shares representing 20% or more of our outstanding ordinary shares.	

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Shareholder Approval of Business Combinations		
Generally, under the DGCL, completion of a merger, consolidation, or the sale, lease or exchange of substantially all of a corporation's assets or dissolution requires approval by the board of directors and by a majority (unless the certificate of incorporation requires a higher percentage) of outstanding stock of the corporation entitled to vote. The DGCL also requires a special vote of stockholders in connection with a business combination with an "interested stockholder" as defined in section 203 of the DGCL. See "-Interested Shareholders" above.	The Singapore Companies Act mandates that specified corporate actions require approval by the shareholders in a general meeting, notably: ☐ notwithstanding anything in the company's constitution, directors are not permitted to carry into effect any proposals for disposing of the whole or substantially the whole of the company's undertaking or property unless those proposals have been approved by shareholders in a general meeting; ☐ subject to the constitution of each amalgamating company, an amalgamation proposal must be approved by the shareholders of each amalgamating company via special resolution at a general meeting; and ☐ notwithstanding anything in the company's constitution, the directors may not, without the prior approval of shareholders, issue shares, including shares being issued in connection with corporate actions. Our Constitution provides for a 75% threshold for approval of corporate transaction and the sale of all of substantially all of our assets.	The Bermuda Companies Act provides that the amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's Board of Directors and by its shareholders. Unless the company's bye-laws provide otherwise, the approval of 75% of the shareholders voting at such meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be two or more persons holding or representing more than one-third of the issued shares of the company. Subject to its bye-laws, a company may at any meeting of its Board of Directors sell, lease or exchange all or substantially all of its property and assets as its Board of Directors deems expedient and in the best interests of the company to do so. Any company which is the wholly-owned subsidiary of a holding company, or one or more companies which are wholly-owned subsidiaries of the same holding company, may amalgamate or merge without the vote or consent of shareholders, provided that the approval of the Board of Directors is obtained and that a director or officer of each such company signs a statutory solvency declaration in respect of the relevant company. Our Bye-laws provide for a 75% threshold for approval of certain business combinations.

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Shareholder Action Without a Meeting		
Under the DGCL, unless otherwise provided in a corporation's certificate of incorporation, any action that may be taken at a meeting of stockholders may be taken without a meeting, without prior notice and without a vote if the holders of outstanding stock, having not less than the minimum number of votes that would be necessary to authorise such action, consent in writing. Certificates of incorporation usually prohibit such action.	There are no equivalent provisions under the Singapore Companies Act in respect of public companies that are listed on a securities exchange outside Singapore, like our Company.	Under the Bermuda Companies Act, unless otherwise provided in the bye-laws and except for removal of a director or auditor, anything which may be done by resolution of a company in general meeting may be done by resolution in writing.
Shareholder Suits		
Under the DGCL Corporation Law, a stockholder may bring a derivative action on behalf of the corporation to enforce the rights of the corporation. An individual also may commence a class action suit on behalf of himself or herself and other similarly situated stockholders where the requirements for maintaining a class action under the DGCL have been met. A person may institute and maintain such a suit only if such person was a stockholder at the time of the transaction which is the subject of the suit or his or her shares thereafter devolved upon him or her by operation of law. Additionally, under Delaware case law, the plaintiff generally must be a stockholder not only at the time of the transaction which is the subject of the suit, but also through the duration of the derivative suit. The DGCL also requires that the derivative plaintiff make a demand on the directors of the corporation to assert the corporate claim before the suit may be prosecuted by the derivative plaintiff, unless such demand would be futile.	*Standing* Only registered shareholders of our company reflected in the register of members are recognised under Singapore law as shareholders of our company. As a result, only registered shareholders have legal standing under Singapore law to institute shareholder actions against us or otherwise seek to enforce their rights as shareholders. Holders of book-entry interests in our shares will be required to exchange their book-entry interests for certificated shares and to be registered as shareholders in our register of members in order to institute or enforce any legal proceedings or claims against us relating to shareholder rights. A holder of book-entry interests may become a registered shareholder of our company by exchanging its interests for certificated shares and being registered in our register of members. *Personal remedies in cases of oppression or injustice* A shareholder may apply to the court for an order under Section 216 of the Singapore Companies Act to remedy situations where (i) the company's affairs are being conducted or the	Class actions and derivative actions are generally not available to shareholders under Bermuda law. However, Bermuda courts would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it. When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some part of the shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by

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	powers of the company's directors are being exercised in a manner oppressive to, or in disregard of the interests of, one or more of the shareholders or holders of debentures of the company, including the applicant; or (ii) the company has done an act, or threatens to do an act, or the shareholders or holders of debentures have proposed or passed some resolution, which unfairly discriminates against, or is otherwise prejudicial to, one or more of the company's shareholders or holders of debentures, including the applicant. Singapore courts have wide discretion as to the relief they may grant under such application, including, inter alia, directing or prohibiting any act or cancelling or varying any transaction or resolution, providing that the company be wound up, or authorizing civil proceedings to be brought in the name of or on behalf of the company by such person or persons and on such terms as the court directs. *Derivative actions and arbitrations* Section 216A of the Singapore Companies Act provides a mechanism enabling shareholders to apply to the court for leave to bring a derivative action or commence an arbitration on behalf of the company. Applications are generally made by shareholders of the company, but courts are given the discretion to allow such persons as they deem proper to apply (e.g., beneficial owner of shares). Prior to commencing a derivative action or arbitration, the court must be satisfied that (i) 14 days' notice has been given to the directors of the company of the party's intention to make such an application if the directors of the company do not bring, diligently prosecute or defend	other shareholders or by the company.

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	or discontinue the action or arbitration, (ii) the party is acting in good faith and (iii) it appears to be prima facie in the interests of the company that the action or arbitration be brought, prosecuted, defended or discontinued. *Class actions* The concept of class action suits in the United States, which allows individual shareholders to bring an action seeking to represent the class or classes of shareholders, does not exist in the same manner in Singapore. In Singapore, it is possible as a matter of procedure for a number of shareholders to lead an action and establish liability on behalf of themselves and other shareholders who join in or who are made parties to the action. These shareholders are commonly known as "lead plaintiffs".	

Distributions and Dividends; Repurchases and Redemptions

The DGCL permits a corporation to declare and pay dividends out of statutory surplus or, if there is no surplus, out of net profits for the financial year in which the dividend is declared and/or for the preceding financial year as long as the amount of capital of the corporation following the declaration and payment of the dividend is not less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets. *Acquisition of a corporation's own shares* Under the DGCL, any corporation may purchase or redeem its own shares, except that generally it may not purchase or redeem these shares if the capital of the corporation is impaired at the time or would become impaired as a result of the	The Singapore Companies Act provides that no dividends can be paid to shareholders except out of profits. The Singapore Companies Act does not provide a definition on when profits are deemed to be available for the purpose of paying dividends and this is accordingly governed by case law. Our constitution provides that no dividend can be paid otherwise than out of profits. *Acquisition of a company's own shares* The Singapore Companies Act generally prohibits a company from acquiring its own shares or purporting to acquire the shares of its holding company or ultimate holding company, whether directly or indirectly, subject to certain exceptions. Any contract or transaction made or entered into in	Under Bermuda law, a company may not declare or pay dividends if there are reasonable grounds for believing that: (1) the company is, or after the payment of such dividends would be, unable to pay its liabilities as they become due, or (2) the realizable value of its assets would thereby be less than its liabilities. Under our Bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our Board of Directors, subject to any preferred dividend rights of any preference shares, if any. *Acquisition of a company's own shares* A company may, if authorised by its memorandum of association or bye-laws, purchase its own shares. Where a company purchases its own shares, such shares may be cancelled (in which event, the company's issued, but not its authorised, capital

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redemption. However, a corporation may purchase or redeem out of capital shares that are entitled upon any distribution of its assets to a preference over another class or series of its shares if the shares are to be retired and the capital reduced.	contravention of the aforementioned prohibition is void. However, provided that it is expressly permitted to do so by its constitution and subject to the special conditions of each permitted acquisition contained in the Singapore Companies Act, a company may: ☐ redeem redeemable preference shares on such terms and in such manner as is provided by its constitution. Preference shares may be redeemed out of capital only if all the directors make a solvency statement in relation to such redemption in accordance with the Singapore Companies Act, and the company lodges a copy of the statement with the Registrar of Companies; ☐ whether listed on an exchange in Singapore approved by the Monetary Authority of Singapore or any securities exchange outside Singapore, or not, make an off-market purchase of its own shares in accordance with an equal access scheme authorised in advance at a general meeting; ☐ make a selective off-market purchase of its own shares in accordance with an agreement authorised in advance at a general meeting by a special resolution where persons whose shares are to be acquired and their associated persons have abstained from voting; ☐ whether listed on an exchange in Singapore approved by the Monetary Authority of Singapore or any securities exchange outside Singapore, or not, make an acquisition of its own shares under a contingent purchase contract which has been authorised in advance at a	will be diminished accordingly) or held as treasury shares. Such purchases may only be effected out of the capital paid up on the purchased shares or out of the funds of the company otherwise available for dividend or distribution or out of the proceeds of a fresh issue of shares made for the purpose. Any premium payable on a purchase over the par value of the shares to be purchased must be provided for out of funds of the company otherwise available for dividend or distribution or out of the company's share premium account. Any amount due to a member on a purchase by a company of its own shares may (i) be paid in cash; (ii) be satisfied by the transfer of any part of the undertaking or property of the company having the same value; or (iii) be satisfied partly under (i) and partly under (ii). Any purchase by a company of its own shares may be authorised by its board of directors or otherwise by or in accordance with the provisions of its bye-laws. Such purchase may not be made if, on the date on which the purchase is to be effected, there are reasonable grounds for believing that the company is, or after the purchase would be, unable to pay its liabilities as they become due. Under the laws of Bermuda, if a company holds shares as treasury shares, the company shall be entered in the register of members as the member holding the shares but the company is not permitted to exercise any rights in respect of those shares and no dividend or other distribution (whether in cash or otherwise) shall be paid or made to the company in respect of such shares.

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	general meeting by a special resolution; and ☐ where listed on a securities exchange, make an acquisition of its own shares on the securities exchange, in accordance with the terms and limits authorised in advance at a general meeting. A company may also purchase its own shares by an order of a Singapore court. The total number of ordinary shares, stocks in any class and non-redeemable preference shares that may be acquired by a company in a relevant period may not exceed 20% (or such other prescribed percentage) of the total number of ordinary shares, stocks in that class or non-redeemable preference shares (as the case may be) as of the date of the resolution passed to authorise the acquisition of the shares. For these purposes, the term "relevant period" means the period commencing from the date a relevant resolution is passed and expiring on the date the next annual general meeting is or is required by law to be held, whichever is the earlier. However, where a company has reduced its share capital by a special resolution or a Singapore court has made an order confirming the reduction of share capital of the company, the total number of ordinary shares, stocks in any class or non-redeemable preference shares shall be taken to be the total number of ordinary shares, stocks in any class or non-redeemable preference shares (as the case may be) as altered by the special resolution or the order of the court. Payment, including any expenses (including brokerage or commission) incurred directly in the acquisition by the company of its	

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	own shares, may be made out of the company's profits or capital, provided that the company is solvent. *Financial assistance for the acquisition of shares* A public company or a company whose holding company or ultimate holding company is a public company shall not give financial assistance to any person whether directly or indirectly for the purpose of or in connection with: ☐ the acquisition or proposed acquisition of shares in the company or units of such shares; or ☐ the acquisition or proposed acquisition of shares in its holding company or ultimate holding company, or units of such shares. Financial assistance may take the form of a loan, the giving of a guarantee, the provision of security, the release of an obligation, the release of a debt or otherwise. However, a company may provide financial assistance for the acquisition of its shares or shares in its holding company or ultimate holding company if it complies with the requirements (including approval by special resolution) set out in the Singapore Companies Act. Our constitution provides that subject to and in accordance with the provisions of the Companies Act, we may purchase or otherwise acquire our own shares on such terms and in such manner as we may think fit. Any share that is so purchased or acquired by us shall, unless held in treasury in accordance with the Singapore Companies Act, be deemed to be cancelled immediately on purchase or acquisition. On the	

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	cancellation of a share as aforesaid, the rights and privileges attached to that share shall expire.	
Transactions with Officers or Directors		
Under the DGCL, some contracts or transactions in which one or more of a corporation's directors has an interest are not void or voidable because of such interest provided that some conditions, such as obtaining the required approval and fulfilling the requirements of good faith and full disclosure, are met. Under the DGCL, either (a) the stockholders or the board of directors of a corporation must approve in good faith any such contract or transaction after full disclosure of the material facts or (b) the contract or transaction must have been "fair" as to the corporation at the time it was approved. If board approval is sought, the contract or transaction must be approved in good faith by a majority of disinterested directors after full disclosure of material facts, even though less than a majority of a quorum.	Under the Singapore Companies Act, directors and the chief executive officer of the company are not prohibited from dealing with the company, but where they have an interest, whether directly or indirectly, in a transaction with the company, that interest must be disclosed to the board of directors. In particular, every director or chief executive officer who is in any way, whether directly or indirectly, interested in a transaction or proposed transaction with the company must, as soon as is practicable after the relevant facts have come to such director's or, as the case may be, the chief executive officer's knowledge, declare the nature of such interest at a meeting of the directors or send a written notice to the company detailing the nature, character and extent of the interest. In addition, a director or chief executive officer who holds any office or possesses any property whereby, whether directly or indirectly, any duty or interest might be created in conflict with such director's or, as the case may be, the chief executive officer's duties as director or chief executive officer (as the case may be) is required to declare the fact and the nature, character and extent of the conflict at a meeting of directors or send a written notice to the company detailing the fact and the nature, character and extent of the conflict. The Singapore Companies Act extends the scope of this statutory duty of a director and chief executive officer to disclose any interests by pronouncing that an interest of a member of a director's or the chief	Bermuda law and our Bye-laws provide that if a director has a direct or indirect interest in a transaction with us or any of our subsidiaries, the director must disclose the nature of that interest at the first opportunity either at a meeting of directors or in writing to the directors. Our Bye-laws will provide that, except for certain interested matters, after a director has made such a declaration of interest, he is allowed to be counted for purposes of determining whether a quorum is present and to vote on a transaction in which he has an interest, unless disqualified from doing so by the chairperson of the relevant board meeting.

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	executive officer's family will be treated as an interest of the director or chief executive officer, as applicable. However, there is no requirement for disclosure where the interest of the director or chief executive officer consists only of being a member or creditor of a corporation which is interested in the transaction or proposed transaction with the company if the interest may properly be regarded as immaterial. Where the transaction or the proposed transaction relates to any loan to the company, no disclosure need be made where the director or chief executive officer (as the case may be) has only guaranteed or joined in guaranteeing the repayment of such loan, unless the constitution provides otherwise. Further, where the transaction or the proposed transaction has been or will be made with or for the benefit of a related corporation (i.e., the holding company, subsidiary or subsidiary of a common holding company), the director or chief executive officer shall not be deemed to be interested or at any time interested in such transaction or proposed transaction where he is a director or chief executive officer (as the case may be) of the related corporation, unless the constitution provides otherwise. Subject to specified exceptions, the Singapore Companies Act restricts a company (other than an exempt private company) from, among others, (i) making a loan or a quasi-loan to its directors or to directors of a related corporation, or giving a guarantee or security in connection with such a loan or quasi-loan, (ii) entering into a credit transaction as creditor for the benefit of its directors or the directors of a related corporation, or giving a guarantee or any security in	

Delaware	Singapore	Bermuda
	connection with such a credit transaction, (iii) arranging an assignment to or assumption by the company of any rights, obligations or liabilities under a transaction which, if it had been entered into by the company, would have been a restricted transaction, and (iv) taking part in an arrangement under which another person enters into a transaction which, if entered into by the company, would have been a restricted transaction and such person obtains a benefit from the company or its related corporation pursuant thereto. Companies are also restricted from entering into any of these transactions with the spouse or children (whether adopted or natural or step-children) of its directors. Subject to specified exceptions, the Singapore Companies Act prohibits a company (other than an exempt private company) from, among others, making a loan or a quasi-loan to another company, variable capital company or a limited liability partnership or entering into any guarantee or providing any security in connection with a loan or a quasi-loan made to another company, variable capital company or a limited liability partnership by a person other than the first-mentioned company, entering into a credit transaction as a creditor for the benefit of another company, variable capital company or a limited liability partnership, or entering into any guarantee or providing any security in connection with a credit transaction entered into by any person for the benefit of another company, variable capital company or a limited liability partnership if a director or directors of the first-mentioned company is or together are interested in 20% or more of the total voting power in the other company, variable capital company or the limited liability partnership (as the case may be).	

Delaware	Singapore	Bermuda
	Such prohibition shall extend to apply to, among others, a loan or quasi-loan made by a company (other than an exempt private company) to another company or a limited liability partnership, a credit transaction made by a company (other than an exempt private company) for the benefit of another company or limited liability partnership and a guarantee or security provided by a company (other than an exempt private company) in connection with a loan or quasi-loan made by a person other than the first-mentioned company to another company or a limited liability partnership, where such other company or limited liability partnership is incorporated or formed (as the case may be) outside Singapore, if a director or directors of the first-mentioned company (a) is or together are interested in 20% or more of the total voting power in the other company or limited liability partnership or (b) in a case where the other company does not have a share capital, exercises or together exercise control over the other company whether by reason of having the power to appoint directors or otherwise. In a director's interest for the purpose of this prohibition, the Singapore Companies Act also provides that an interest of a member of a director's family will be treated as an interest of the director.	
Dissenters' Rights		
Under the DGCL, a stockholder of a corporation participating in some types of major corporate transactions may, under varying circumstances, be entitled to appraisal rights pursuant to which the stockholder may receive cash in the amount of the fair market value of his or her shares in lieu of the consideration he or she would otherwise receive in the transaction.	Generally, there are no equivalent provisions in Singapore under the Singapore Companies Act. However, for amalgamations pursuant to the procedure set out in Part 7 of the Singapore Companies Act only, if the Singapore court is satisfied that giving effect to an amalgamation proposal would unfairly prejudice a member or creditor of an amalgamating company, it may, on	A dissenting shareholder (that does not vote in favour of the amalgamation or merger and who is not satisfied that fair value has been offered for his shares) of a Bermuda exempted company may, within one month of notice of the shareholders' meeting, apply to the Bermuda Supreme Court to appraise the fair value of those shares. Note that each share of an amalgamating or merging

Delaware	Singapore	Bermuda
	the application of that person made at any time before the date on which the amalgamation becomes effective, make any order it thinks fit in relation to the amalgamation proposal (which includes disapplying the amalgamation proposal or amending it).	company carries a right to vote in respect of the amalgamation or merger whether or not it otherwise carries the right to vote.
Cumulative Voting		
Under the DGCL, a corporation may adopt in its bylaws that its directors shall be elected by cumulative voting. When directors are elected by cumulative voting, a stockholder has the number of votes equal to the number of shares held by such stockholder times the number of directors nominated for election. The stockholder may cast all of such votes for one director or among the directors in any proportion.	There are no equivalent provisions in Singapore under the Singapore Companies Act.	Under the Bermuda Companies Act, the bye-laws may provide for cumulative voting, although our Bye-laws do not.

C. Material Contracts

See "*Item 4. Information on the Company – A. History and Development of the Company*", "*Item 4. Information on the Company – B. Business Overview*", "*Item 5. Operating and Financial Review and Prospects – B. Liquidity and Capital Resources*", and "*Item 7. Major Shareholders and Related Party Transactions – B. Related Party Transactions*" for a discussion of material contracts entered into outside of the ordinary course of business in the preceding two years.

D. Exchange Controls

There are currently no exchange control restrictions in Singapore.

Bermuda Exchange Control

Exchange control is operated under the Exchange Control Act 1972 of Bermuda (and the regulations made thereunder) and is administered by the Bermuda Monetary Authority. Generally, any payment by a person resident in Bermuda to or for the credit of a person resident outside Bermuda will require prior approval from the Bermuda Monetary Authority.

Exempted companies are normally designated non-resident for exchange control purposes and are able to conduct their day-to-day operations free of exchange control formalities. Such companies are able to pay dividends, distribute capital, open and maintain bank accounts in any foreign currency and to acquire assets and meet all liabilities without reference to the Bermuda Monetary Authority.

Issues and transfers of securities in exempted companies involving non-residents for exchange control purposes must receive prior approval from the Bermuda Monetary Authority. However, the Bermuda Monetary Authority has granted to all Bermuda companies with voting shares listed on an appointed stock exchange a general permission for the issue and subsequent transfer of any securities of such companies from and/or to a non-resident of Bermuda for so long as any voting shares of such companies remain so listed.

E. Taxation

The following is a description of the material Bermuda, Singapore and U.S. federal income tax considerations relevant to an investment decision by a potential investor with respect to our common shares. This

discussion does not address all of the tax consequences that may be relevant in light of the investor's particular circumstances. Potential investors should consult their tax advisers regarding the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of our common shares in their particular circumstances.

Bermuda Tax Considerations

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares.

In response to the OECD Pillar Two initiative, the Bermuda Ministry of Finance has published three Public Consultations on the proposed implementation of a new Bermuda corporate income tax regime, which is similar in scope to the OECD Pillar Two Model Rules in so far as it would apply to Bermuda constituent entities of multi-national groups that have in excess of EUR 750 million revenue for at least two of the last four financial years. The second and third Public Consultation documents from the Bermuda Ministry of Finance advise that any Bermuda corporate income tax would include provisions which parallel those in the OECD Pillar Two Model Rules to exclude international shipping income and qualified ancillary shipping income from taxable income. The Public Consultation documents indicate that any Bermuda corporate income tax would not become effective until tax years beginning on or after January 1, 2025. Accordingly, the impact of any enactment by the Bermuda government of a corporate income tax on our results and operations is at present unclear, but it may lead to an increase in our tax liabilities from 2025 onwards.

Material Tax Consequences of the Redomiciliation

We do not believe that we or our shareholders will be subject to taxation in Bermuda or Singapore as a result of the Redomiciliation. Specifically, in relation to Singapore tax law provisions, no taxing circumstances arise at the time of the Redomiciliation of Hafnia Limited to Singapore and, consequently, no tax liabilities arise as a result of any provision under Singapore tax law.

We expect the Redomiciliation to qualify as a tax-free "reorganization" for purposes of U.S. federal income tax matters and, as such, we expect that neither we nor U.S. Holders will be subject to U.S. federal income taxation as a result of the Redomiciliation.

Singapore Tax Considerations

The following discussion is a summary of material Singapore income tax, Goods and Services Tax, stamp duty and estate duty considerations relevant to the purchase, ownership and disposition of our common shares by an investor who is not tax resident or domiciled in Singapore and who does not carry on business or otherwise have a presence in Singapore. The statements made herein regarding taxation are based on certain aspects of the tax laws of Singapore and administrative guidelines issued by the relevant authorities in force as of the date hereof and are subject to any changes in such laws or administrative guidelines, or in the interpretation of those laws or guidelines, occurring after such date, which changes could be made on a retroactive basis. The statements made herein do not describe all of the tax considerations that may be relevant to all our shareholders, some of which (such as dealers in securities) may be subject to different rules. The statements are not intended to be and do not constitute legal or tax advice and no assurance can be given that courts or fiscal authorities responsible for the administration of such laws will agree with the interpretation adopted therein. Each prospective investor should consult an independent tax advisor regarding all Singapore income and other tax consequences applicable to them from owning or disposing of our common shares in light of the investor's particular circumstances.

Income Taxation Under Singapore Law

Dividend Distributions with Respect to Common Shares

As at the date of this Registration Statement, we are not tax resident in Singapore for Singapore tax purposes which means that under Singapore tax law, dividends paid by us should generally be considered as sourced outside Singapore.

After the Redomiciliation, we will be tax resident in Singapore. Dividends paid by us after we become incorporated in Singapore under the one-tier tax exemption scheme would allow such dividends not to be subjected to a withholding tax at the point of the distribution nor to be taxed in Singapore upon receipt of such dividends in the hands of the holders of the shares.

Foreign-sourced dividends received or deemed received in Singapore by an individual not resident in Singapore would be exempt from Singapore income tax. This exemption will also apply in the case of a Singapore tax resident individual who receives such foreign-sourced income in Singapore (except where such income is received through a partnership in Singapore).

Capital Gains upon Disposition of Common Shares

Under current Singapore tax law, there is no tax on capital gains. As such, any profits from the disposal of our common shares would not ordinarily (where such decision to transact would have been made in Singapore) be taxable in Singapore unless the profits are deemed to be income in nature. However, there are no specific laws or regulations which deal with the characterization of whether a gain is income or capital in nature. If the decision to transact can be construed as having been made in Singapore and the gains from the disposal of common shares can be construed to be of an income nature (the Inland Revenue Authority of Singapore ("IRAS") would look at the determining factors such as the motive, the holding period, the frequency of transactions, the nature of the subject matter, the circumstances of realization, the mode of financing and other factors to determine the nature of the trade), the disposal profits would be taxable as income rather than capital gains. As the precise status of each prospective investor will vary from one another, each prospective investor should consult an independent tax advisor on the Singapore income tax and other tax consequences that will apply to their individual circumstances.

Subject to certain conditions being satisfied, gains derived by a company from the disposal of our common shares between the period of June 1, 2012 and December 31, 2027 (inclusive of both dates) will not be subject to Singapore income tax if the divesting company holds a minimum shareholding of 20% of our common shares and these shares have been held for a continuous minimum period of 24 months.

In addition, shareholders who apply, or who are required to apply, the Singapore Financial Reporting Standard 39 ("FRS 39"), Financial Reporting Standard 109 ("FRS 109") or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) ("SFRS(I) 9") (as the case may be), for the purposes of Singapore income tax may be required to subject to taxes unrealised gains or claim tax deductions on unrealised losses (not being gains or losses in the nature of capital) in accordance with the provisions of FRS 39, FRS 109 or SFRS(I) 9 (as modified by the applicable provisions of Singapore income tax law) even though no sale or disposal of our common shares is made. Singapore corporate shareholders who may be subject to such tax treatment should consult their own accounting and tax advisors regarding the Singapore income tax consequences of their acquisition, holding and disposal of our common shares.

Shipping Income

The majority of our shipping income accrues in Singapore, where we exercise strategic or commercial management over our international shipping activities. Therefore, we are impacted by the Singapore tax legislation. In Singapore, we are subject to the MSI-SRS award and the MSI-AIS. Under the MSI-SRS and MSI-AIS, income from international shipping operations is tax exempt. The MSI-SRS is an ongoing award which requires no additional application that will be applicable so long as a company owns and/or operates Singapore flagged vessel(s) for international shipping operations. Meanwhile, the MSI-AIS is a renewable award every ten years. We are currently subject to both the MSI-SRS and the MSI-AIS. Our current ten-year period under the MSI-AIS will expire on April 30, 2028 where we intend to reapply for an additional ten-year extension. Renewal of the MSI-AIS is contingent on various factors where we will be required to, for example, demonstrate a business plan on how our business can generate economic contributions in Singapore through business spending, employment and ensuring that our strategic or commercial management is in Singapore.

Stamp Duty

There is no Singapore stamp duty payable in respect of the issuance or holding of our new common shares. Singapore stamp duty will be payable if there is an instrument of transfer of our common shares executed in Singapore or if there is an instrument of transfer executed outside of Singapore which is received in Singapore. Under Singapore law, and subject to meeting the qualifying requirements, stamp duty is not applicable to electronic transfers of our shares effected on a book entry basis outside Singapore. We therefore expect that if all qualifying conditions are met, no Singapore stamp duty will be payable in respect of common shares purchased by U.S. holders in this offering assuming that they are acquired solely in book entry form through the facility outside Singapore established by our transfer agent and registrar outside Singapore.

Where shares evidenced in certificated form are transferred and an instrument of transfer is executed (whether physically or in the form of an electronic instrument) in Singapore or outside Singapore and which is received in Singapore, Singapore stamp duty is payable on the instrument of transfer for the sale of our common shares at the rate of 0.2% of the consideration for, or net asset value of, the transferred shares, whichever is higher. The Singapore stamp duty is borne by the purchaser unless there is an agreement to the contrary. Where the instrument of transfer is executed outside of Singapore and is received in Singapore, Singapore stamp duty must be paid within 30 days of receipt of the instrument of transfer in Singapore. Electronic instruments that are executed outside Singapore are treated as received in Singapore in any of the following scenarios: (a) it is retrieved or accessed by a person in Singapore; (b) an electronic copy of it is stored on a device (including a computer) and brought into Singapore; or (c) an electronic copy of it is stored on a computer in Singapore. Where the instrument of transfer is executed in Singapore, Singapore stamp duty must be paid within 14 days of the execution of the instrument of transfer.

Goods and Services Tax

The issue or transfer of ownership of our common shares would be exempt from Singapore goods and services tax, or GST. Hence, no GST would be incurred on the subscription or subsequent transfer of our common shares.

The sale of our common shares by a GST-registered investor belonging in Singapore for GST purposes to another person belonging in Singapore is an exempt supply not subject to GST. Any input GST incurred by the GST-registered investor in making the exempt supply is generally not recoverable from the Singapore Comptroller of GST.

Where our common shares are sold by a GST-registered investor in the course of or furtherance of a business carried on by such investor contractually to and for the direct benefit of a person belonging outside Singapore, the sale should generally, subject to satisfaction of certain conditions, be considered a taxable supply subject to GST at 0%. Subject to the normal rules for input tax claims, any input GST incurred by the GST-registered investor in making such a supply in the course of or furtherance of a business carried out by such investor may be fully recoverable from the Singapore Comptroller of GST.

Each prospective investor should consult an independent tax advisor on the recoverability of input GST incurred on expenses in connection with the purchase and sale of our common shares if applicable.

Services consisting of arranging, brokering, underwriting or advising on the issue, allotment or transfer of ownership of our common shares rendered by a GST-registered person to an investor belonging in Singapore for GST purposes in connection with the investor's purchase, sale or holding of our common shares will be subject to GST at the current standard rate of 8% (the standard rate will increase to 9% on and after January 1, 2024). Similar services rendered by a GST-registered person contractually to and for the direct benefit of an investor belonging outside Singapore should generally, subject to the satisfaction of certain conditions, be subject to GST at 0%.

With the implementation of reverse charge from January 1, 2020, the "directly benefit" condition for zero-rating (i.e. GST at 0%) will be amended to allow the zero-rating of a supply of services to the extent that the services directly benefit a person belonging outside Singapore or a GST-registered person in Singapore. Under the reverse charge regime, a GST-registered partially exempt business that is not entitled to full input tax claims will be required to account for GST on all services that it procures from overseas suppliers (except for certain services which are specifically exempt from reverse charge). A non-GST-registered person whose total value of imported services for a 12-month period exceeds SGD 1 million and is not entitled to full input tax claims even if such person was GST-registered may become liable for GST registration and be required to account for GST both on its taxable supplies and imported services subject to reverse charge.

Estate Duty

Singapore estate duty has been abolished with effect from February 15, 2008 in relation to the estate of any person whose death has occurred on or after February 15, 2008.

Tax Treaties Regarding Withholding Taxes

There is currently no comprehensive avoidance of double taxation agreement between the United States and Bermuda which applies to withholding taxes on dividends or capital gains.

U.S. Federal Income Tax Considerations

The following discussion is a summary of the material U.S. federal income tax consequences to us of our activities and, subject to the limitations described below, to U.S. Holders (as defined below) of owning and disposing of our common shares, but it does not purport to be a comprehensive description of all tax considerations that may be relevant to a particular person's decision to acquire our common shares.

This discussion is based on the Code, administrative pronouncements, judicial decisions, and final, temporary and proposed Treasury regulations, all as of the date hereof, any of which is subject to change, possibly with retroactive effect.

The discussion below is based, in part, on the description of our business as described in this Registration Statement and, unless otherwise stated, assumes that we conduct, and will continue to conduct, our business as described herein.

U.S. Federal Income Taxation of Our Shipping Income

We anticipate that we will earn substantially all our income from the chartering of vessels for use on a time or voyage charter basis, including through participation in a commercial pool, or from the performance of services directly related to those uses, all of which we refer to as "shipping income".

Unless we qualify from an exemption from U.S. federal income taxation under the rules of Section 883 as discussed below, we will be subject to U.S. federal income taxation on our U.S.-source gross shipping income. For this purpose, "shipping income" includes income that is derived from, or in connection with (i) the use of vessels, (ii) the hiring or leasing for use of vessels, (iii) the performance of services directly related to the use of vessels, and (iv) the participation in a pool, partnership, strategic alliance, joint operating agreement or other joint venture that directly or indirectly generates income described in (i) through (iii). For U.S. federal income tax purposes, U.S.-source shipping income includes 50% of shipping income that is attributable to transportation that begins or ends, but that does not both begin and end, in the United States and 100% of shipping income attributable to transportation exclusively between U.S. ports. Shipping income attributable to transportation exclusively between non-U.S. ports will be considered to be 100% derived from sources outside the U.S. and not subject to any U.S. federal income tax. We do not expect to engage in transportation that produces income that is considered to be 100% U.S.-source shipping income.

Under Section 883 and the applicable Treasury regulations, a non-U.S. corporation will be exempt from U.S. federal income tax on its U.S.-source shipping income if:

(1) it is organised in a "qualified foreign country", which is a country that grants an "equivalent exemption" from tax to corporations organised in the United States in respect of each category of shipping income for which exemption is being claimed under Section 883; and

(2) either

   (a) more than 50% of the value of its shares is beneficially owned, directly or indirectly, by "qualified shareholders", which as defined includes, among others, individuals who are "residents" of a qualified foreign country;

   (b) its shares are "primarily traded and regularly traded on an established securities market" in a qualified foreign country or in the United States; or

   (c) it is a "controlled foreign corporation" and one or more qualified U.S. persons generally own more than 50 percent of the total value of all the outstanding stock.

Bermuda, the jurisdiction where we are incorporated and Singapore, the jurisdiction where we will be incorporated following the Redomiciliation, are qualified foreign countries that currently grant the requisite equivalent exemption from tax in respect of each category of shipping income we expect to earn in the future. Therefore, we would be exempt from U.S. federal income taxation with respect to our U.S.-source shipping income if we are able to satisfy any of the ownership tests described above. As discussed further below, as at the date of this Registration Statement, it is not clear whether we will be able to satisfy any of these tests for any taxable year.

Under Treasury regulations promulgated under Section 883, stock of a non-U.S. corporation will be "primarily traded" on an established securities market in a given country for a particular taxable year if, with

respect to the class or classes of stock relied upon to meet the "regularly traded" requirement discussed in the next sentence, the number of shares of each such class that are traded during such taxable year on all established securities markets in that country exceeds the number of shares in such class that are traded during such taxable year on established securities markets in any other country. The stock of a non-U.S. corporation generally will be considered to be "regularly traded" on an established securities market for any taxable year during which one or more classes of stock that, in the aggregate, represent more than 50% of the vote and value of the outstanding stock in such non-U.S. corporation satisfy certain listing and trading volume requirements. However, a class of stock will not satisfy the "regularly traded" requirement for any taxable year during which 50% or more of the vote and value of the outstanding shares of such class is owned, actually or constructively under specified attribution rules, on more than half the days during the taxable year by persons who each own 5% or more of the vote and value of such class of outstanding shares ("5% Override Rule"). In the event the 5% Override Rule is met, the Treasury regulations provide that the 5% Override Rule will nevertheless not apply if we can establish that within the group of 5% shareholders, there are sufficient qualified shareholders for purposes of Section 883 to preclude non-qualified shareholders in such group from owning 50% or more of the total value of our common shares for more than half the number of days during the taxable year. In order to benefit from this exception to the 5% Override Rule, the Company must satisfy certain substantiation requirements with respect to the identity of its shareholders.

Whether we qualify for the exemption under Section 883 after this listing may, in certain circumstances, depend on a specified percentage of our common shares being owned, directly or indirectly, by shareholders who meet certain tests, including being resident in the United States or certain foreign countries. In such circumstances, we would be required to satisfy certain substantiation and reporting requirements to establish that we so qualify, which in turn would require such shareholders (and certain intermediaries through which they indirectly own our common shares) to provide us with certain documentation. The ownership of our common shares may not allow us to so qualify for the exemption under Section 883, or, even if the ownership of our common shares would allow us to so qualify, we may not be able to satisfy the substantiation and reporting requirements that we would need to meet to establish that we so qualify. As a result, although we expect to use reasonable efforts to determine whether we can qualify for the exemption under Section 883, we cannot provide any assurance that we will qualify for the exemption under Section 883 for 2023 or any subsequent taxable year. If the benefits of Section 883 are unavailable, our U.S.-source shipping income would be subject to a 4% tax imposed by Section 887 of the Code on a gross basis, without the benefit of deductions, to the extent that such income is not considered to be "effectively connected" with the conduct of a U.S. trade or business, as described below. Because we expect that no more than 50% of our shipping income would be treated as U.S.-source shipping income under the sourcing rules described above, we expect that the maximum effective rate of U.S. federal income tax on our shipping income would not exceed 2% under the 4% gross basis tax rules. The imposition of this tax could have a negative effect on our business and could decrease our earnings available for distribution to our shareholders.

If the exception under Section 883 were unavailable, and any of our U.S.-source shipping income were considered to be "effectively connected" with the conduct of a U.S. trade or business, as described below, any such "effectively connected" U.S.-source shipping income, net of applicable deductions, would be subject to U.S. federal income tax, currently imposed at rates of up to 21%. In addition, we would generally be subject to the 30% "branch profits" tax on earnings effectively connected with the conduct of such trade or business, as determined after allowance for certain adjustments, and on certain interest paid or deemed paid attributable to the conduct of such U.S. trade or business.

Our U.S.-source shipping income would be considered "effectively connected" with the conduct of a U.S. trade or business only if:

- we had, or were considered to have, a fixed place of business in the United States involved in the earning of U.S.-source shipping income; and
- substantially all of our U.S.-source shipping income was attributable to regularly scheduled transportation, such as the operation of a vessel that follows a published schedule with repeated sailings at regular intervals between the same points for voyages that begin or end in the United States.

We do not intend to have, or permit circumstances that would result in us having, any vessel sailing to or from the United States on a regularly scheduled basis. Based on the foregoing and on the expected mode of our shipping operations and other activities, it is anticipated that none of our U.S.-source shipping income will be "effectively connected" with the conduct of a U.S. trade or business.

U.S. Federal Income Taxation of Gain on Sale of Assets

Regardless of whether we qualify for exemption under Section 883, we will not be subject to U.S. federal income tax with respect to gain realised on a sale of a vessel, provided the sale is considered to occur outside of the United States under U.S. federal income tax principles. In general, a sale of a vessel will be considered to occur outside of the United States for this purpose if title to the vessel, and risk of loss with respect to the vessel, pass to the buyer outside of the United States. To the extent circumstances permit, we intend to structure any sale of vessels in such a manner, including effecting the sale and delivery of vessels outside of the United States.

U.S. Federal Income Taxation of U.S. Holders

A "U.S. Holder" is a holder who, for U.S. federal income tax purposes, is a beneficial owner of our common shares and is (i) a citizen or resident of the United States; (ii) a corporation, or other entity taxable as a corporation, created or organised in or under the laws of the United States, any state therein or the District of Columbia; or (iii) an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

The following discussion applies only to a U.S. Holder that holds our common shares as capital assets for U.S. federal income tax purposes. In addition, the following discussion does not describe all of the tax consequences that may be relevant in light of the U.S. Holder's particular circumstances, including alternative minimum tax and Medicare contribution tax consequences, as well as the tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain financial institutions;
- dealers or traders in securities who use a mark-to-market method of tax accounting;
- persons holding our common shares as part of a hedging transaction, straddle, wash sale, conversion transaction or integrated transaction or persons entering into a constructive sale with respect to our common shares;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- entities classified as partnerships for U.S. federal income tax purposes;
- tax-exempt entities;
- persons holding common shares in accounts that offer certain tax advantages, including an "individual retirement account" or "Roth IRA";
- persons that own or are deemed to own 10 percent or more of our shares by vote or value; or
- persons holding common shares in connection with a trade or business conducted outside of the United States.

If an entity that is classified as a partnership for U.S. federal income tax purposes owns our common shares, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Partnerships owning our common shares and partners in such partnerships should consult their tax advisers as to the particular U.S. federal income tax consequences of owning and disposing of our common shares.

U.S. Holders should consult their tax advisers concerning the U.S. federal, state, local and non-U.S. tax consequences of owning and disposing of our common shares in their particular circumstances.

Distributions

Subject to the PFIC rules described below, distributions paid on our common shares, other than certain pro rata distributions of common shares, will generally be treated as dividends to the extent paid out of the Company's current or accumulated earnings and profits (as determined under U.S. federal income tax principles).

Because the Company does not maintain calculations of its earnings and profits under U.S. federal income tax principles, it is expected that distributions to U.S. Holders generally will be reported as dividends. The amount of the dividend generally will be treated as foreign-source dividend income to U.S. Holders and will not be eligible for the dividends-received deduction generally available to U.S. corporations under the Code. Dividends will be included in a U.S. Holder's income on the date of the U.S. Holder's receipt of the dividend.

Subject to applicable limitations, including a holding period requirement, dividends paid on our common shares to certain non-corporate U.S. Holders will generally be treated as "qualified dividend income" that is taxable to such U.S. Holders at preferential tax rates provided that (i) our common shares are readily tradable on an established securities market in the U.S. (such as the NYSE, on which our common shares are expected to be traded); and (ii) we are not a PFIC for the taxable year during which the dividend is paid or the immediately preceding taxable year (which, as discussed below, we do not believe that we are, were for our 2022 taxable year, or will be for any future taxable years). Any dividends paid by us which are not eligible for these preferential rates will be taxed as ordinary income to a non-corporate U.S. Holder. U.S. Holders should consult their tax advisers regarding the availability of the preferential tax rates on dividends in their particular circumstances.

Sale or Other Disposition of Our Common shares

Subject to the PFIC rules described below, gain or loss realised on the sale or other disposition of our common shares will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder held our common shares for more than one year. The amount of the gain or loss will equal the difference between the U.S. Holder's tax basis in the common shares disposed of and the amount realised on the disposition. This gain or loss will generally be U.S.-source gain or loss for foreign tax credit limitation purposes. A U.S. Holder's ability to deduct capital losses is subject to certain limitations.

Passive Foreign Investment Company Rules

In general, a non-U.S. corporation will be considered a PFIC for any taxable year in which (i) 75% or more of its gross income consists of passive income or (ii) 50% or more of the average quarterly value of its assets consists of assets that produce, or are held for the production of, passive income. For purposes of the above calculations, a non-U.S. corporation that directly or indirectly owns at least 25% by value of the shares of another corporation is treated as if it held its proportionate share of the assets of the other corporation and received directly its proportionate share of the income of the other corporation. Passive income generally includes dividends, interest, rents, royalties and capital gains, other than rents and royalties which are received from unrelated parties in connection with the active conduct of a trade or business. For purposes of these tests, income derived from the performance of services generally does not constitute passive income.

We believe that we were not a PFIC for our 2022 taxable year. Based on our current and expected operations, we believe that we will not be a PFIC with respect to our 2023 taxable year and do not expect to become a PFIC in the foreseeable future. We intend to treat our income from our time charters and voyage charters, including through commercial pools, as services income, and not as rental income, for purposes of applying these rules. Accordingly, we believe that our income from our time charters and voyage charters, including through commercial pools, does not constitute passive income for purposes of determining whether we are a PFIC, and, consequently, the assets that we own and operate in connection with the production of that income do not constitute passive assets. While there is no authority under the PFIC rules that directly addresses the treatment of income derived from time charters and voyage charters, including through commercial pools, as passive or nonpassive income, there is substantial legal authority supporting the treatment of such income as not constituting passive income for other tax purposes. However, there is also authority which characterises income from time charters as rental income rather than services income for other tax purposes. Accordingly, the IRS or a court might not accept our position, and there is a risk that the IRS or a court may determine that we are a PFIC. Moreover, no assurance can be given that we would not become a PFIC for any future taxable year if the nature and extent of our operations change.

If the IRS were successful in asserting that we have been a PFIC for any taxable year during which a U.S. Holder held our common shares, a U.S. Holder could be subject to certain adverse tax consequences. Unless the U.S. Holder were to make a timely "mark-to-market" election, as discussed below, gain recognised on a sale or other disposition (including certain pledges) of our common shares would be allocated rateably over the U.S.

Holder's holding period of the common shares. The amounts allocated to the taxable year of disposition and to the years before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for that taxable year for individuals or corporations, as appropriate, and an interest charge would be imposed on the tax attributable to the allocated amounts. Further, to the extent that any distribution received by a U.S. Holder on its common shares exceeded 125% of the average of the annual distributions on the common shares received during the preceding three years or the U.S. Holder's holding period, whichever is shorter, that distribution would be subject to taxation in the same manner as gain, described immediately above. In addition, generally we would continue to be treated as a PFIC with respect to the U.S. Holder for all succeeding years during which the U.S. Holder held our common shares, even if we ceased to meet the threshold requirements for PFIC status. If we were treated as a PFIC for the taxable year in which we paid a dividend or the prior taxable year, the dividend would not constitute "qualified dividend income" and the preferential tax rates discussed above (under " – *Distributions*") would not apply.

In addition, if we were treated as a PFIC, certain of our corporate subsidiaries may also be treated as PFICs (any such subsidiaries which are PFICs, "Lower-tier PFICs"). Under attribution rules, if we were treated as a PFIC, U.S. Holders will be deemed to own their proportionate shares of our Lower-tier PFICs and will be subject to U.S. federal income tax according to the rules described herein on (i) certain distributions by a Lower-tier PFIC and (ii) a disposition of shares of a Lower-tier PFIC, in each case as if the U.S. Holder held such shares directly, even though holders have not received the proceeds of those distributions or dispositions directly.

If we were to be treated as a PFIC for any taxable year and our common shares were "regularly traded" on a "qualified exchange", a U.S. Holder could make a mark-to-market election that would result in tax treatment different from the general tax treatment for PFICs described above. Our common shares will be treated as "regularly traded" in any calendar year in which more than a de minimis quantity of the common shares are traded on a qualified exchange on at least 15 days during each calendar quarter. The NYSE, on which our common shares are expected to be listed, is a qualified exchange for this purpose. Even if the mark-to-market election is available with respect to our common shares, such election will generally not be available with respect to any of our subsidiaries that are Lower-tier PFICs. U.S. Holders should consult their tax advisers regarding the availability and advisability of making a mark-to-market election in their particular circumstances.

If a U.S. Holder were to make the mark-to-market election, such U.S. Holder generally would recognise as ordinary income any excess of the fair market value of our common shares at the end of each taxable year over its adjusted tax basis, and would recognise an ordinary loss in respect of any excess of the adjusted tax basis of our common shares over their fair market value at the end of the taxable year (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). If a U.S. Holder were to make the election, the U.S. Holder's tax basis in the common shares would be adjusted to reflect the income or loss amounts recognised. Any gain recognised on the sale or other disposition of our common shares in a year when we are a PFIC would be treated as ordinary income and any loss would be treated as an ordinary loss (but only to the extent of the net amount of income previously included as a result of the mark-to-market election). Dividends paid on our common shares would not constitute "qualified dividend income" and the preferential tax rates discussed above (under "– *Distributions*") would not apply.

We do not intend to provide information necessary for U.S. Holders to make qualified electing fund elections, which if available could result in a further alternative treatment.

If a U.S. Holder owns our common shares during any year in which we are treated as a PFIC, the U.S. Holder generally must file an annual report on an IRS Form 8621(or any successor form) with the U.S. Holder's federal income tax return for that year.

Backup Withholding and Information Reporting

Payments of dividends and sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries generally are subject to information reporting, and may be subject to backup withholding, unless (i) the U.S. Holder is a corporation or other exempt recipient or (ii) in the case of backup withholding, the U.S. Holder provides a correct taxpayer identification number and certifies that it is not subject to backup withholding.

The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the holder's U.S. federal income tax liability and may entitle it to a refund, provided that the required information is timely furnished to the IRS.

Certain U.S. Holders who are individuals or entities closely held by individuals may be required to report information relating to securities of non-U.S. companies, such as our common shares, subject to certain exceptions (including an exception for securities held in accounts maintained by financial institutions, in which case the accounts themselves may be reportable if maintained by non-U.S. financial institutions). U.S. Holders should consult their tax advisers regarding their reporting obligations with respect to our common shares.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Upon effectiveness of this Registration Statement, we will become subject to the public reporting requirements of the Exchange Act. Accordingly, we will be required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet site at www.sec.gov that contains reports, proxy and information statements and other information we file electronically with the SEC.

As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we will not be required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

However, we will file with the SEC, within four months after the end of each financial year, or such applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm. We also intend to voluntarily file with the SEC current reports on Form 6-K that include quarterly financial statements.

In addition, since our common shares are traded on the Euronext, we have filed periodic and immediate reports with, and furnish information to, the Euronext.

We will send the transfer agent a copy of all notices of shareholders' meetings and other reports, communications and information that are made generally available to shareholders. The transfer agent has agreed to mail to all shareholders all notices of shareholders' meetings and a notice containing the information (or a summary of the information) contained in any notice of a meeting of our shareholders received by the transfer agent and will make available to all shareholders such notices and all such other reports and communications received by the transfer agent.

I. Subsidiary Information

Not Applicable.

J. Annual Report to Security Holders

We intend to submit any annual report provided to security holders in electronic format as an exhibit to a current report on Form 6-K.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market Risk.

Market risk is the risk that changes in market prices, such as foreign exchange rates, interest rates and equity prices will affect our income or the value of our holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimizing the return.

We buy and sell derivatives, and also incur financial liabilities, in order to manage market risks. All such transactions are conducted within the guidelines set by us. Generally, we seek to apply hedge accounting in order to manage volatility in profit or loss.

Price Risk.

Our revenue is primarily derived from voyages carried out by the Hafnia Vessels and the TC Vessels. This makes us exposed to considerable volatility, particularly for those of our Hafnia Vessels and TC vessels which operate on voyage charters in the spot market, or which operate in our spot market-oriented Pools. We have mitigated some of this volatility by employing some of our Hafnia Vessels and TC Vessels on 0–24-month time charters or long-term time charters for our newbuilds which provide an income stream that is not affected to the same extent by fluctuations in freight rates. In 2023, 5% (2022: 4%, 2021: 9%) of our shipping revenue was derived from vessels under fixed income charters (comprising time charters).

We have additionally entered into freight forward agreements to manage our exposure to volatile freight rates. As at December 31, 2023, we had outstanding positions with a notional amount of $69.7 million (2022: $7.3 million, 2021: $2.4 million) which will mature in the 12 months from December 31.

If the spot rates for all of our vessel classes had increased or decreased by $1,000, our TCE income would be lower/higher by $37.1 million (2022: $40.8 million, 2021: $30.1 million) as a result of higher/lower spot rates.

Our Hafnia Vessels and TC Vessels primarily consume fuel oil, referred to in the shipping industry as bunkers, and we are therefore exposed to the risk of variations in fuel oil costs. The price of bunkers is affected by the global political and economic environment and can be unpredictable.

Historically, fuel expenses have been our most significant expense. Under a time charter, the charterer is responsible for fuel costs and therefore, fixed-income time charters reduce our exposure to fuel price fluctuations. We are exposed to fluctuations in bunker prices which are not reflected in the freight rates achieved by us. To reduce this exposure, we hedge our bunker exposure with oil product instruments to the extent the bunker element in the freight rates achieved is considered fixed.

In 2023, fuel oil consumed by Hafnia Vessels and TC Vessels amounted to $349.1 million (2022: $388.5 million, 2021: $183.4 million). If the price of fuel had increased/decreased by $1 per metric ton with all other variables including tax rate being held constant, the net results would be lower/higher by $801,249 (2022: $470,881, 2021: $338,582) as a result of higher/lower fuel consumption expense.

We own vessels and lease vessels on sale and lease-back arrangements and therefore we are exposed to risks associated with changes in the value of the vessels, which can vary considerably during their useful lives, including as a result of fluctuations in freight rates. As at December 31, 2023, the carrying value of our Hafnia Vessels was $2,742.1 million (2022: $2,807.5 million, 2021: $1,972.9 million). Based on broker valuations, our Hafnia Vessels had a market value of $4,214.4 million as at December 31, 2023 (2022: $3,967.5 million, 2021: $1,919.8 million).

Currency Risk.

The functional currency of most of our Group entities is U.S. dollars. Our operating revenue, and the majority of our interest-bearing debt and contractual obligations for vessels under construction are denominated in U.S. dollars. Our Hafnia Vessels are also valued in U.S. dollars when trading in the second-hand market. We are exposed to foreign currency exchange risks for administrative expenses incurred by offices or agents globally, predominantly in Monaco, Denmark and Singapore. Further, we are required to pay port charges in currencies other than U.S. dollars; however, foreign currency exposure in port charges is minimal as any increase is usually

compensated by a corresponding increase in freight, particularly in the tanker sector through industry-wide increases in Worldscale flat rates. As at the date of this Registration Statement, we have cash and cash equivalents denominated in U.S. dollars, NOK, DKK, SGD, AED (United Arab Emirates dirham) and EUR.

Interest Rate Risk.

We adopt a policy of ensuring that between 40% and 75% of our interest rate risk exposure is at a fixed rate or limited to a certain threshold. This is achieved partly by entering into fixed-rate instruments and partly by borrowing at a floating rate and using interest rate swaps as hedges of the variability in cash flows attributable to interest rate risk. We apply a hedge ratio of 1:1. We determine the existence of an economic relationship between the hedging instrument and hedged item based on the reference interest rates, tenors, repricing dates and maturities and the notional or par amounts. We assess whether the derivative designated in each hedging relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the hypothetical derivative method. In these hedge relationships, the main sources of ineffectiveness are: (1) the effect of the counterparty and our own credit risk on the fair value of the swaps, which is not reflected in the change in the fair value of the hedged cash flows attributable to the change in interest rates; and (2) differences in repricing dates between the swaps and the borrowings. We have interest-bearing financial liabilities in the form of borrowings from external financial institutions at variable rates. We manage our cashflow interest rate risks by swapping a portion of its floating rate interest payments to fixed rate payments using interest rate swaps. A fundamental reform of major interest rate benchmarks has been undertaken globally to replace or reform IBOR with alternative nearly risk-free rates (referred to as "IBOR reform"). We had significant exposure to IBORs on our financial instruments which has been replaced or reformed as a part of the IBOR reform. Generally, U.S. LIBOR has been replaced by U.S. SOFR. We no longer have any instruments, including any hedging relationships, subject to IBOR rates. The IBOR reform may yet have significant operational, risk management and accounting impacts on our business.

We hold derivatives for risk management purposes. These derivatives have floated legs that are indexed to U.S. dollar SOFR. Our derivative instruments are governed by contracts based on the International Swaps and Derivatives Association's ("ISDA") master agreements.

If the interest rates had increased/decreased by 50 basis points, with all other variables including tax rate being held constant, the net results will be lower/higher by $1.8 million (2022: $1.5 million, 2021: $1.7 million) as a result of higher/lower interest expense on the portion of the borrowings that is not covered by the interest rate swap instruments. If the interest rates had increased/decreased by 50 basis points, with all other variables including tax rate being held constant, the net results will be lower/higher by approximately US$5.8 million (2022: US$4.9 million, 2021: US$4.3 million) as a result of higher/lower interest expense on borrowings; had no hedging been in place. Total equity would have been higher/lower by $13.7 million (2022: $14.4 million, 2021: $10.5 million) mainly as a result of fair value gain/loss from the interest rate swaps assuming these swaps remain effective.

Cash flow interest rate risk is the risk that future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Fair value interest rate risk is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates. We entered into interest rate agreements to limit exposure to interest rate fluctuations. As at December 31, 2023, the notional principal amount of these interest rate swaps represents 80% (2022: 55%, 2021: 63%) of our borrowings on floating interest rates.

Credit risk.

Our credit risk is primarily attributable to trade and other receivables, cash and cash equivalents and loan receivables from joint venture and pool participants. The maximum exposure is represented by the carrying value of each financial asset on the balance sheet.

We perform periodic credit evaluations of our charterers. We have implemented policies to ensure cash funds are deposited and derivatives are entered into with banks and internationally recognised financial institutions with a good credit rating and that our Hafnia Vessels and TC Vessels are fixed to charterers with an appropriate credit rating who can provide sufficient guarantees. There is no class of financial assets that is past due and/or impaired.

We apply the simplified lifetime approach and use a provision matrix to determine the ECLs of trade receivables and contract assets. It is based on our historical observed default rates and is adjusted by a current and forward-looking estimate based on current economic conditions.

Credit risk is concentrated on several charterers. We adopt the policy of dealing only with customers with appropriate credit history. Derivative counterparties and cash transactions are limited to high credit quality financial institutions. We have policies that limit the amount of credit exposure to any financial institution.

Liquidity risk.

Prudent liquidity risk management implies maintaining sufficient cash and the availability of funding through an adequate amount of committed credit facilities to meet operating and capital expenditure needs. To address the inherent unpredictability of short-term liquidity requirements, we maintain sufficient cash for our daily operations in short-term cash deposits with banks, have access to the unutilised portions of revolving credit facilities and enter into trade receivables factoring agreement (with limited recourse to us) with financial institutions.

Capital Risk.

Our objectives when managing capital are to safeguard our ability to continue as a going concern and to maintain an optimal capital structure so as to maximise shareholders' value. In order to maintain or achieve an optimal capital structure, we may adjust the amount of dividends paid, return capital to shareholders, obtain new borrowings or sell assets to reduce borrowings. We are in compliance with all externally imposed capital requirements.

Inflation risk.

Inflation has a significant impact on operating or other expenses; however, our contracts do not generally contain inflation-adjustment mechanisms and we are subject to risks related to inflation.

We consider inflation to be a significant risk to costs in the current and foreseeable future economic environment. However, should the world economy continue to be affected by inflationary pressures this could result in increased operating and financing costs.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. Debt Securities

Not applicable.

B. Warrants and Rights

Not applicable.

C. Other Securities

Not applicable.

D. American Depositary Shares

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

Not applicable.

B. Management's Annual Report on Internal Control Over Financial Reporting

Not applicable.

C. Attestation Report of the Registered Public Accounting Firm

Not applicable.

D. Changes in Internal Control Over Financial Reporting

Not applicable.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Not applicable.

ITEM 16B. CODE OF ETHICS

Not applicable.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Not applicable.

ITEM 16D. EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

Not applicable.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

ITEM 16I. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16K. CYBERSECURITY

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

Financial Statements are filed as part of this Registration Statement, beginning on page F-0.

ITEM 18. FINANCIAL STATEMENTS

We have responded to Item 17 in lieu of this item.

ITEM 19. EXHIBITS

The following documents are filed as part of this Registration Statement.

EXHIBIT INDEX

Exhibit No.	Description
1.1*	Memorandum of Association of Hafnia Limited
1.2*	Amended and Restated Bye-laws of Hafnia Limited
1.3*	Certificate of Incorporation of BW Pacific Limited, Certificate of Incorporation on Change of Name to BW Tankers Limited, Certificate of Incorporation on Change of Name to Hafnia Limited and Certificate of Merger of Hafnia Limited with BW Tankers Corporation
1.4*	Form of Constitution subject to approval from Board of Directors and shareholders
4.1*	Corporate Services Agreement
4.2**	Share lending agreement with BW Group Limited and SEB Corporate Finance, Skandinaviska Enskilda Banken AB dated 4 May 2022
4.3*	Share lending agreement with BW Group Limited dated 26 August 2022
4.4*	Share lending agreement with BW Group Limited dated 28 February 2023
4.5*	Share lending agreement with BW Group Limited dated 20 December 2023
4.6**	$473 million senior secured term loan and revolving credit facility dated September 24, 2019
4.7**	Amendment agreement dated June 7, 2023 to $473 million senior secured term loan and revolving credit facility dated September 24, 2019
4.8**	$374 million senior secured term loan and revolving credit facility dated March 22, 2021
4.9**	Amendment agreement dated June 5, 2023 to $374 million senior secured term loan and revolving credit facility dated March 22, 2021
4.10**	$303 million amortizing revolving credit facility dated August 30, 2023
4.11**	Amended and restated $216 million senior secured term loan facility dated March 17, 2022
4.12**	$175 million borrowing base facility dated January 20, 2023
4.13**	$175 million borrowing base facility dated February 24, 2023
4.14**	$106 million senior secured loan facility dated December 17, 2021
4.15**	Amendment deed dated 1 February 1, 2023 to $106 million senior secured loan facility dated December 17, 2021
4.16**	$84 million senior secured loan facility dated December 17, 2021
4.17**	Amendment agreement dated March 30, 2023 to $84 million senior secured loan facility dated December 17, 2021

Exhibit No.	Description
4.18**	Novation, Amendment and Restatement Agreement dated 20 December 2023 related to Hafnia Topaz
4.19**	Novation, Amendment and Restatement Agreement dated 20 December 2023 related to Hafnia Tourmaline
4.20**	Novation, Amendment and Restatement Agreement dated 20 December 2023 related to Hafnia Tanzanite
4.21**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Exceed
4.22**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Excel
4.23**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Excellence
4.24**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Excelsior
4.25**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Executive
4.26**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Expedite
4.27**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Experience
4.28**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Express
4.29**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Precision
4.30**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Prestige
4.31**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Pride
4.32**	Bareboat Charter Party and Additional Clauses dated 28 February 2022 related to Hafnia Providence
4.33**	LIBOR Transition Agreement dated 29 August 2023 to Bareboat Charter Parties related to Hafnia Exceed, Hafnia Excellence, Hafnia Executive, Hafnia Experience, Hafnia Express, Hafnia Precision, Hafnia Prestige, Hafnia Pride and Hafnia Providence
8.1*	List of subsidiaries
15.1**	Consent of KPMG LLP
15.2**	Consent of Clarksons

* Previously filed.
** Filed herewith.
*** To be filed by amendment.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorised the undersigned to sign this Registration Statement on its behalf.

Date: April 1, 2024

Hafnia Limited

By: /s/ Mikael Øpstun Skov

Name: Mikael Øpstun Skov

Title: Chief Executive Officer

By: /s/ Petrus Wouter Van Echtelt

Name: Petrus Wouter Van Echtelt

Title: Chief Financial Officer

HAFNIA LIMITED

(Incorporated in Bermuda)
AND ITS SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

For the financial years ended 31 December 2023, 2022 and 2021

Contents

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Hafnia Limited:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Hafnia Limited and subsidiaries (the Group) as of December 31, 2023, 2022, and 2021, the related consolidated statements of comprehensive income, changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2023, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group as of December 31, 2023, 2022, and 2021 and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2023, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Correction of Misstatements

As discussed in Note 31 to the consolidated financial statements, the 2021 and 2022 financial statements have been restated to correct misstatements.

Basis for Opinion

These consolidated financial statements are the responsibility of the Group's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Group in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue recognition – assessment of principal versus agent in the Disponent-Owner Pools

As discussed in Note 4 to the consolidated financial statements, the Group reported revenues generated by external vessels in the pool arrangements that are managed by the Group under the "disponent-owner" model (Disponent-Owner Pools) of US$756,234 thousand for the year ended December 31, 2023. As discussed in Notes 2.3(a) and 2.4(a), the Group determined that it, as the pool manager in the Disponent-Owner Pools, recognises the revenue as a principal in accordance with IFRS 15 - Revenue from Contracts with Customers.

We identified the assessment of whether the Group as the pool manager acts as a principal or an agent in the Disponent-Owner Pools as a critical audit matter. A higher degree of subjective auditor judgment was required to

evaluate whether time-charter arrangements for the vessels in the Disponent-Owner Pools between the pool participants and the pool manager constitute a lease and the Group as the pool manager controls the promised service, as judgement was required to interpret the contractual terms in the Disponent-Owner Pools.

The following are the primary procedures we performed to address this critical audit matter:

- We obtained a selection of Disponent-Owner Pool and other relevant agreements and evaluated the terms and conditions
- We evaluated whether management's accounting position considered all relevant facts and terms included in the agreements
- We determined whether the Group's assessment of the contractual terms and conditions was in accordance with the relevant accounting standards.

/s/ KPMG LLP

We have served as the Group's auditor since 2018.

Singapore

March 8, 2024

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

For the financial year ended 31 December 2023

	Note	**2023 US$'000**	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Revenue (Hafnia Vessels and TC Vessels)[1]	4	**1,915,472**	1,926,551	700,405
Revenue (External Vessels in Disponent-Owner Pools)[2]	4	**756,234**	—	—
Voyage expenses (Hafnia Vessels and TC Vessels)[1]	5	**(548,865)**	(579,855)	(297,470)
Voyage expenses (External Vessels in Disponent-Owner Pools)[2]	5	**(279,749)**	—	—
Pool distributions for External Vessels in Disponent-Owner Pools[2]		**(476,485)**	—	—
		1,366,607	1,346,696	402,935
Other operating income		**44,984**	40,461	23,177
Vessel operating expenses	5	**(268,869)**	(263,903)	(192,459)
Technical management expenses		**(25,692)**	(23,627)	(16,014)
Charter hire expenses		**(34,571)**	(33,154)	(22,903)
Other expenses	5	**(69,571)**	(59,524)	(42,979)
		1,012,888	1,006,949	151,757
Gain/(loss) on disposal of assets	9	**56,087**	25,483	(4,935)
Depreciation charge of property, plant and equipment	9	**(209,727)**	(207,989)	(150,460)
Amortisation charge of intangible assets	10	**(1,300)**	(1,230)	(1,219)
Operating profit/(loss)		**857,948**	823,213	(4,857)
Interest income		**17,629**	6,977	2,355
Interest expense		**(77,385)**	(91,094)	(39,004)
Capitalised financing fees written off		**(5,894)**	(2,465)	(4,496)
Other finance expense		**(11,845)**	(2,516)	(3,333)
Finance expense – net		**(77,495)**	(89,098)	(44,478)
Share of profit/(loss) of equity-accounted investees, net of tax	14	**19,073**	24,152	(1,768)
Profit/(loss) before income tax		**799,526**	758,267	(51,103)
Income tax expense	7	**(6,251)**	(6,678)	(4,390)
Profit/(loss) for the financial year		**793,275**	751,589	(55,493)
Other comprehensive income:				
Items that may be subsequently reclassified to profit or loss				
Foreign operations - foreign currency translation differences		**(92)**	64	(1)
Fair value gains on cash flow hedges		**13,378**	73,516	9,693
Reclassification to profit or loss		**(42,524)**	(5,406)	6,628
		(29,238)	68,174	16,320
Item that will not be subsequently reclassified to profit or loss				
Equity investments at FVOCI – net change in fair value		**9,720**	—	—
Total other comprehensive (loss)/income		**(19,518)**	68,174	16,320
Total comprehensive income/(loss) for the year, net of tax		**773,757**	819,763	(39,173)
Earnings per share attributable to the equity holders of the Company				
(expressed in US$ per share)				
Basic earnings/(loss) per share	8	**1.57**	1.57	(0.15)
Diluted earnings/(loss) per share	8	**1.56**	1.54	(0.15)

[1] *The comparative information is restated. See Note 31. "TC Vessels" are vessels that have been time chartered-in to the Group (including ROU assets).*

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

[2] *"External Vessels in Disponent-Owner Pools" means vessels that are commercially managed by the Group in the Disponent-Owner Pool arrangements that are not Hafnia Vessels or TC Vessels. See Note 2.3(a) for details on the accounting for pool arrangements.*

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

As at 31 December 2023

	Note	**2023 US$'000**	2022 US$'000 (Restated)	1 January 2022 US$'000 (Restated)
Vessels	9	**2,673,938**	2,728,319	1,909,534
Dry docking and scrubbers	9	**68,159**	79,210	63,414
Right-of-use assets - Vessels	9	**34,561**	67,904	111,529
Other property, plant and equipment	9	**964**	1,130	266
Total property, plant and equipment		**2,777,622**	2,876,563	2,084,743
Intangible assets	10	**1,290**	2,590	3,572
Total intangible assets		**1,290**	2,590	3,572
Other investments	11	**23,953**	3,825	3,501
Derivative financial instruments	12	**35,023**	69,184	675
Deferred tax assets		**36**	36	36
Restricted cash	17	**13,381**	4,780	—
Loans receivable from joint ventures	13	**69,626**	74,213	60,229
Associated companies and joint ventures	14	**60,172**	39,359	15,218
Total other non-current assets		**202,191**	191,397	79,659
Total non-current assets		**2,981,103**	3,070,550	2,167,974
Inventories[1]	15	**107,704**	89,931	70,672
Trade and other receivables[1]	16	**589,710**	503,109	147,892
Derivative financial instruments	12	**12,902**	1,424	252
Cash at bank and on hand	17	**141,621**	174,440	100,075
Cash retained in the commercial pools[1]	17	**80,900**	105,885	53,626
Total current assets		**932,837**	874,789	372,517
Total assets		**3,913,940**	3,945,339	2,540,491
Share capital	18	**5,069**	5,035	3,703
Share premium	18	**1,044,849**	1,023,996	704,834
Contributed surplus	18	**537,112**	537,112	537,112
Other reserves	19	**27,620**	73,650	5,150
Treasury shares	18	**(17,951)**	(12,675)	(12,832)
Retained earnings/(accumulated losses)		**631,025**	381,886	(125,955)
Total shareholders' equity		**2,227,724**	2,009,004	1,112,012
Borrowings	21	**1,025,023**	1,455,171	1,082,829
Derivative financial instruments	12	**—**	—	306
Total non-current liabilities		**1,025,023**	1,455,171	1,083,135
Borrowings	21	**267,328**	320,116	248,374
Derivative financial instruments	12	**276**	93	21
Current income tax liabilities		**8,111**	4,737	2,018
Trade and other payables[1]	22	**385,478**	156,218	94,931
Total current liabilities		**661,193**	481,164	345,344
Total liabilities		**1,686,216**	1,936,335	1,428,479
Total shareholders' equity and liabilities		**3,913,940**	3,945,339	2,540,491

[1] *The comparative information is restated. See Note 31.*

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

For the financial year ended 31 December 2023

	Note	Share capital US$'000	Share premium US$'000	Contributed surplus US$'000	Translation reserve US$'000	Hedging reserve US$'000	Treasury shares US$'000	Capital reserve US$'000	Share-based payment reserve US$'000	Fair value reserves US$'000	Retained earnings US$'000	Total US$'000
Balance at 1 January 2023		5,035	1,023,996	537,112	29	68,458	(12,675)	(710)	5,873	—	381,886	2,009,004
Transactions with owners												
Equity-settled share-based payment		—	—	—	—	—	—	—	2,822	—	—	2,822
Share options exercised		—	—	—	—	—	39,063	(24,427)	(4,907)	—	—	9,729
Purchase of treasury shares and issuance of shares	18	34	20,853	—	—	—	(44,339)	—	—	—	—	(23,452)
Dividends paid	30	—	—	—	—	—	—	—	—	—	(544,136)	(544,136)
Total comprehensive income												
Profit for the financial year		—	—	—	—	—	—	—	—	—	793,275	793,275
Other comprehensive (loss)/income	—	—	—	—	(92)	(29,146)	—	—	—	9,720	—	(19,518)
Balance at 31 December 2023		**5,069**	**1,044,849**	**537,112**	**(63)**	**39,312**	**(17,951)**	**(25,137)**	**3,788**	**9,720**	**631,025**	**2,227,724**

	Note	Share capital US$'000	Share premium US$'000	Contributed surplus US$'000	Translation reserve US$'000	Hedging reserve US$'000	Treasury shares US$'000	Capital reserve US$'000	Share-based payment reserve US$'000	Retained earnings/ (accumulated losses) US$'000	Total US$'000
Balance at 1 January 2022		3,703	704,834	537,112	(35)	348	(12,832)	—	4,837	(125,955)	1,112,012
Transactions with owners											
Issue of common shares (net of capitalised equity raise costs)	18	376	97,170	—	—	—	—	—	—	—	97,546
Acquisition of assets	3	921	206,459	—	—	—	12,832	—	—	—	220,212
Equity-settled share-based payment		—	—	—	—	—	—	—	1,760	—	1,760
Share options exercised		—	—	—	—	—	2,893	(710)	(724)	—	1,459
Purchase of treasury shares and issuance of shares	18	35	15,533	—	—	—	(15,568)	—	—	—	—
Dividends paid	30	—	—	—	—	—	—	—	—	(243,748)	(243,748)
Total comprehensive income											
Profit for the financial year		—	—	—	—	—	—	—	—	751,589	751,589
Other comprehensive income		—	—	—	64	68,110	—	—	—	—	68,174
Balance at 31 December 2022		**5,035**	**1,023,996**	**537,112**	**29**	**68,458**	**(12,675)**	**(710)**	**5,873**	**381,886**	**2,009,004**

	Note	Share capital US$'000	Share premium US$'000	Contributed surplus US$'000	Translation reserve US$'000	Hedging reserve US$'000	Treasury shares US$'000	Capital reserve US$'000	Share-based payment reserve US$'000	Retained earnings/ (accumulated losses) US$'000	Total US$'000
Balance at 1 January 2021		3,703	704,834	537,112	(34)	(15,973)	(13,001)	—	1,859	(70,462)	1,148,038
Transactions with owners											
Equity-settled share-based payment		—	—	—	—	—	169	—	2,978	—	3,147
Total comprehensive income/(loss)											
Loss for the financial year		—	—	—	—	—	—	—	—	(55,493)	(55,493)
Other comprehensive (loss)/income		—	—	—	(1)	16,321	—	—	—	—	16,320
Balance at 31 December 2021		3,703	704,834	537,112	(35)	348	(12,832)	—	4,837	(125,955)	1,112,012

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS

For the financial year ended 31 December 2023

	Note	**2023 US$'000**	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Cash flows from operating activities				
Profit/(loss) for the financial year		**793,275**	751,589	(55,493)
Adjustments for:				
- income tax expense		**6,251**	6,678	4,390
- depreciation and amortisation charges		**211,027**	209,219	151,679
- (gain)/loss on disposal of assets		**(56,087)**	(25,483)	4,935
- interest income		**(17,629)**	(6,977)	(2,355)
- finance expense		**95,124**	96,075	46,833
- share of (profit)/loss of equity-accounted investees, net of tax		**(19,073)**	(24,152)	1,768
- equity-settled share-based payment transactions		**2,822**	1,760	3,147
Operating cash flow before working capital changes		**1,015,710**	1,008,709	154,904
Changes in working capital:				
- inventories		**(17,773)**	(16,091)	(34,971)
- trade and other receivables		**(139,166)**	(259,619)	(20,921)
- trade and other payables		**205,663**	42,874	463
Cash generated from operations		**1,064,434**	775,873	99,475
Income tax paid		**(3,628)**	(4,986)	(4,443)
Net cash provided by operating activities		**1,060,806**	770,887	95,032
Cash flows from investing activities				
Interest income received		**13,583**	4,172	877
Loan to joint ventures	13	**(15,488)**	(11,500)	(13,500)
Acquisition of assets, net of cash acquired	3	**—**	4,195	—
Acquisition of other investments	11	**(10,408)**	(324)	(3,501)
Equity investment in joint venture	14	**(2,240)**	(1,814)	(10,213)
Purchase of intangible assets	10	**—**	(248)	(367)
Proceeds from disposal of assets held for sale		**—**	—	11,000
Proceeds from disposal of property, plant and equipment	9	**142,793**	255,809	29,191
Proceeds from disposal of assets	9	**—**	15,882	—
Repayment of loan by joint venture company	13	**23,975**	—	—
Dividend received from joint venture	14	**500**	—	—
Dividend received from associated company	14	**—**	1,825	—
Purchase of property, plant and equipment	9	**(184,392)**	(447,128)	(26,663)
Net cash used in investing activities		**(31,677)**	(179,131)	(13,176)
Cash flows from financing activities				
Proceeds from borrowings from external financial institutions		**247,030**	440,257	622,685
Proceeds from borrowings from a related corporation		**—**	3,750	18,750
Repayment of borrowings to external financial institutions		**(309,064)**	(415,901)	(622,085)
Repayment of borrowings to a related corporation		**—**	(22,500)	—
Repayment of borrowings to non-related parties		**(5,429)**	(558)	(390)

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS (continued)
For the financial year ended 31 December 2023

	Note	**2023 US$'000**	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Repayment of lease liabilities		**(390,153)**	(231,086)	(39,771)
Payment of financing fees		**(3,997)**	(1,990)	(5,106)
Interest paid to external financial institutions		**(73,634)**	(87,843)	(29,869)
Interest paid to a third party		**(5,707)**	(24)	(33)
Proceeds from exercise of employee share options		**9,286**	1,459	—
Proceeds from equity raise		**—**	97,780	—
Payment of equity raise costs		**—**	(1,170)	—
Dividends paid	30	**(544,136)**	(243,748)	—
Other finance expense paid		**(11,129)**	(3,558)	(3,335)
Net cash used in financing activities		**(1,086,933)**	(465,132)	(59,154)
Net (decrease)/increase in cash and cash equivalents		**(57,804)**	126,624	22,702
Cash and cash equivalents at beginning of the financial year		**280,325**	153,701	130,999
Cash and cash equivalents at end of the financial year	17	**222,521**	280,325	153,701
Cash and cash equivalents at end of the financial year comprises of:				
Cash at bank and on hand		**141,621**	174,440	100,075
Cash retained in the commercial pools		**80,900**	105,885	53,626
		222,521	280,325	153,701

Significant non-cash transactions

On 27 January 2022, the Group acquired 32 vessels from Oaktree through acquiring the vessel owning companies Chemical Tankers Inc and its subsidiaries ("CTI") by way of issuance of new shares of the Company together with the Company's existing treasury shares. The fair value of the net assets of CTI acquired amounted to US$221.1 million. Refer to Note 3.

In the financial year ended 2022, two of the Chemical-Stainless vessels, Hafnia Spark and Hafnia Stellar, were deemed to be sold (refer to Note 9) even though physical title over the vessels has not been transferred; as the Group has assessed that control over the vessels has been transferred to the buyers. These vessels were financed by sale-and-leaseback arrangements and the liabilities remained on the Group's balance sheet along with a corresponding receivable from the buyer that will be used to repay the liabilities. In the financial year ended 2023, physical title was transferred to the buyer and the liabilities were extinguished against the receivables in the Group's balance sheet. This is a non-cash transaction as the buyer paid the funds to extinguish the liabilities directly to the leasing house.

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

HAFNIA LIMITED
AND ITS SUBSIDIARIES

CONSOLIDATED STATEMENT OF CASH FLOWS (continued)
For the financial year ended 31 December 2023

Reconciliation of liabilities arising from financing activities

			Non-cash changes US$'000					
	1 January 2023 US$'000	Financial cash flows (i) US$'000	Extinguishment of finance lease liability against receivables	Additional leases capitalised during the financial year	Interest Expense	Fair value changes on cash flow hedges	Capitalised financing fees written off	31 December 2023 US$'000
Bank borrowings	726,376	(201,957)	—	—	46,213	—	1,879	572,511
Loan from non-related parties	5,429	(11,136)	—	—	5,707	—	—	—
Finance and other lease liabilities	1,043,482	(362,310)	(44,600)	11,852	67,401	—	4,015	719,840
Derivative financial instruments	(69,136)	35,963	—	—	—	(12,791)	—	(45,964)

			Non-cash changes US$'000							
	1 January 2022 US$'000	Financial cash flows (i) US$'000	Additional leases capitalised during the financial year	Acquisition of assets	Disposal of assets	Interest expense	Other finance expense	Capitalised financing fees written off	Fair value changes on cash flow hedges	31 December 2022 US$'000 (Restated)
Bank borrowings	1,112,912	(421,349)	—	—	—	34,813	—	—	—	726,376
Loan from a related corporation	18,750	(19,453)	—	—	—	703	—	—	—	—
Loan from non-related parties	4,391	(582)	—	—	—	1,620	—	—	—	5,429
Finance and other lease liabilities	195,150	128,789	1,895	702,423	(46,604)	56,940	2,424	2,465	—	1,043,482
Derivative financial instruments	(327)	4,707	—	—	—	—	—	—	(73,516)	(69,136)

			Non-cash changes US$'000					
	1 January 2021 US$'000	Financial cash flows (i) US$'000	Additional leases capitalised during the financial year	Interest expense	Capitalised financing fees written off	Fair value changes on cash flow hedges	Other finance expense	31 December 2021 (Restated) US$'000
Bank borrowings	1,110,527	(24,389)	—	22,278	4,496	—	—	1,112,912
Loan from a related corporation	—	18,489	—	261	—	—	—	18,750
Loan from non-related parties	4,781	(423)	—	33	—	—	—	4,391
Finance and other lease liabilities	191,986	(42,863)	36,226	9,801	—	—	—	195,150
Derivative financial instruments	15,991	(6,633)	—	—	—	(9,690)	5	(327)

(i) The cash flows make up the net amount of proceeds from borrowings, repayments of borrowings, interest expense and financing fees paid as reported in the statement of cash flows.

The accompanying notes form an integral part of these consolidated financial statements. Independent Auditors' Report – Pages 1 to 2.

HAFNIA LIMITED
AND ITS SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the financial year ended 31 December 2023

These notes form an integral part of and should be read in conjunction with the accompanying consolidated financial statements.

1.1 General information

Hafnia Limited (the "Company") is listed on the Oslo Stock Exchange and incorporated and domiciled in Bermuda. The address of its registered office is Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton HM EX, Bermuda.

The principal activity of the Company (together with its subsidiaries, the "Group") relates to the provision of global maritime services in the product tankers market.

2. Material accounting policies

2.1 Basis of preparation

The consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), and have been prepared under the historical cost convention, except as disclosed in the accounting policies below.

2.2 Changes in material accounting policies

New standard and amendments to published standards, effective in 2023 and subsequent financial years

The Group has applied the following IFRSs, amendments to and interpretations of IFRS for the first time for the annual period beginning on 1 January 2023:

Amendments:

- Amendments to IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors: Definition of Accounting Policies
- Amendments to IAS 12 Income Taxes:
  a. Deferred Tax related to Assets and Liabilities arising from a Single Transaction
  b. International Tax Reform – Pillar Two Model Rules
- Amendments to IAS 1 Presentation of Financial Statements: Classification of Liabilities as Current or Non-current
- Adoption of IFRS 17 Insurance Contracts: Initial Application of IFRS 17 and IFRS 9 Comparative Information
- Amendments to IAS 1 and IFRS Practice Statement 2: Disclosure of Accounting Policies

Global minimum top-up tax

Management has assessed that the amendments to IAS 12 Income Taxes (b) International Tax Reform – Pillar Two Model Rules are applicable to the Group as it is a large multinational enterprise that has consolidated revenues of more than US$750 million in at least two out of the last four years. Further details related to Pillar Two Income Tax are disclosed in Note 7.

Except for the amendments listed as above, the application of these amendments to standards and interpretations did not have a material effect on the financial statements.

A number of new standards, interpretations, and amendments to standards will become effective for annual periods beginning on or after 1 January 2024, and early adoption is permitted. In preparing these consolidated financial statements, the Group has not early adopted any new or amended standards or interpretations.

2. Material accounting policies (continued)

The Group intends to adopt these new and amended standards and interpretations, when they become effective. At the date of authorization of the financial statements, the Group continues to assess and evaluate the impact to its financials on the initial adoption of these new accounting standards and interpretations and its related applicable period.

Material accounting policy information

The Group adopted IAS 1 and IFRS Practice Statement 2: Disclosure of Accounting Policies for the for the first time in 2023. Although the amendments did not result in any changes to the accounting policies, they impacted the accounting policy information disclosed in the financial statements.

Management has reviewed the accounting policies and made updates to the information disclosed in Note 2 Material accounting policies in certain instances, in line with the amendments.

2.3 Critical accounting judgements and estimates

The preparation of consolidated financial statements in conformity with IFRS requires management to exercise its judgement in the process of applying the Group's accounting policies. It also requires the use of certain critical accounting estimates and assumptions discussed below.

Certain amounts included in or affecting the consolidated financial statements and related disclosures are estimated, requiring the Group to make assumptions with respect to values or conditions which cannot be known with certainty at the time the consolidated financial statements are prepared. A critical accounting estimate or assumption is one which is both important to the portrayal of the Group's financial condition and results and requires management's most difficult, subjective or complex judgements, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Management evaluates such estimates on an ongoing basis, using historical results and experience, consideration of relevant trends, consultation with experts and other methods considered reasonable in the particular circumstances.

(a) *Critical judgements in applying the Group's accounting policies*

The following are the critical judgements, apart from those involving estimations (Note 2.3(b)), that management has made in the process of applying the Group's accounting policies and which have the most significant effect on the amounts recognised in the financial statements.

Accounting for pool arrangements

The Group is involved in three types of commercial pool arrangements: 1) pool arrangements that are managed by the Group under the "agent-to-owner" model, 2) pool arrangements that are managed by the Group under the "disponent-owner" model ("Disponent-Owner Pools") and 3) pool arrangements operated by third parties in which the Group's owned vessels are placed.

For pool arrangements that are managed by the Group, Hafnia operates as a pool manager for seven commercial pools:

(1) Long Range II ("LR2") Pool

(2) Long Range I ("LR1") Pool

(3) Medium range ("MR") Pool

(4) Handy size ("Handy") Pool

(5) Chemical handy size ("Chemical-Handy") Pool

(6) Chemical medium range ("Chemical-MR") Pool

2. Material accounting policies (continued)

(7) Specialised Pool

The pools are managed by Hafnia through its pool management companies that are wholly owned subsidiaries, as the pool manager. There are separate pool agreements entered into between the pool manager and the relevant pool participants. The pool manager negotiates charters with customers primarily in the spot market, however it may also arrange short duration time charters.

The objective of the commercial pool set up is to facilitate the commercial operation, employment, and marketing of the pool's vessels. This is achieved via the optimal utilisation of the pool vessels due to improved scheduling to reduce ballast legs and bulk purchase of goods and services for voyage expenses, thus creating economies of scale, improved flexibility, efficiency and price competitiveness. Shipowners contribute their vessels to the pool and the pool is managed by the pool manager under the authority of the Pool Board.

For pool arrangements under the "agent-to-owner" model, management has performed a key assessment to determine who is the principal and agent in these pool arrangements. Indicators that the Group, as the pool manager, is an agent in a pool arrangement are:

- Based on the pool agreements under the "agent-to-owner" model, the decisions over the relevant activities of the pool that are determined to significantly affect the pool's returns are made by the respective Pool Boards, which are represented by pool participants;
- Although the pool manager makes decisions over the day-to-day operations of the pool, the pool manager only acts within the pre-defined mandates and authority limits set by the Pool Board, for which the pool board's approving rights are substantive;
- The decisions of the pool manager are not for the relevant activities of the pool and the pool manager has limited discretion over pricing as the prices are highly dependent on the market published price for charter contracts;
- The pool manager is only given authority to decide on the prices with the objective of efficient pool management; and
- The Pool Board's decisions have practical ability to prevent the pool manager from directing the pool's relevant activities and exercising power on its own behalf.

The Group has evaluated that it has limited control as the pool manager and is hence an agent in the respective commercial pool arrangements. In such arrangements, the Group as the pool manager does not consolidate the pools. Instead, the Group only recognises the pool management fees as other operating income. On the balance sheet, the Group recognises the pool's assets and liabilities over which the Group, as pool manager, has legal rights and obligations respectively. This includes all cash balances of the pool as the pool bank accounts are opened in the name of the pool manager; and trade payables (other than those relating to fuel oil) for which contracts are entered into in the name of the pool manager.

As the shipowner that places its own vessels in the pools, the Group recognises the gross revenue and voyage expenses earned pertaining to its vessels placed in the pools; and adjustments due to pool allocations recognised separately as "pool allocation". These adjustments relate to revenue from voyage charters less voyage expenses comprising primarily brokers' commission, fuel oil and port charges. On the balance sheet, the Group recognises the assets and liabilities over which the Group, as shipowners, has legal rights and obligations respectively. This includes the trade receivables from end charterers for which the contracts are entered into in its own name as

2. Material accounting policies (continued)

shipowners; and fuel oil as inventory and its corresponding payables, as the pool manager purchases fuel oil as an agent on behalf of shipowners based on the contractual terms of the pool agreements under the "agent-to-owner" model and the shipowner having the primary responsibility for the fuel oil obligations.

During the financial year ended 31 December 2023, the Group changed the Handy Pool, MR Pool, LR1 Pool and LR2 Pool from the "agent-to-owner" model to the "disponent-owner" model, with the agreement of all pool participants in the respective pool arrangements, as management and the pool participants believe that it would lead to an improvement in operating efficiency and access to working capital facilities.

For pool arrangements under the "disponent-owner" model ("Disponent-Owner Pools"), the key changes in the pool agreements from the "agent-to-owner" model are:

- Establishing a time-charter arrangement for the vessels in the Disponent-Owner Pools between the pool participants and the pool manager;
- The pool manager, as the "disponent-owner" of the vessels, has the right to obtain substantially all of the economic benefits from the use of the vessels in the Disponent-Owner Pools, as the pool manager is the contractual and legal entity who charters in vessels from the pool participants and subsequently charters out the vessels to the external charterers under its own name as the "disponent-owner";
- The pool manager, as the "disponent-owner" of the vessels, also has the right to direct the use of the vessels in the Disponent-Owner Pools, including having the right to direct how and for what purpose the vessels will be used;

The Group has evaluated that the time-charter arrangement constitutes a lease under IFRS 16 – Leases to the pool manager of the Disponent-Owner Pools. Management has assessed that the rights conferred from the pool agreements under the "disponent-owner" model provided the pool manager with the control of a right to a service to be performed using the vessels in the Disponent-Owner Pools for which it has control over, for the end charterers. Hence, management has assessed that this allows the pool manager to recognise the revenue as a principal in line with IFRS 15 - Revenue from Contracts with Customers.

In such arrangements, the Group as the pool manager recognises the gross revenue and voyage expenses earned pertaining to the vessels placed by the Group in the Disponent-Owner Pools as "Revenue (Hafnia Vessels and TC Vessels)" and "Voyage expenses (Hafnia Vessels and TC Vessels)" respectively, and adjustments due to pool allocations recognised separately as "pool allocation"; the gross revenue and voyage expenses earned pertaining to the external vessels placed by pool participants other than the Group as "Revenue (External Vessels in Disponent-Owner Pools)" and "Voyage expenses (External Vessels in Disponent-Owner Pools)" respectively; and expenses relating to pool distributions to external pool participants other than the Group separately as "Pool distributions for External Vessels in Disponent-Owner Pools".

On the balance sheet, the Group recognises the pool's assets and liabilities over which the Group, as pool manager, has legal rights and obligations respectively. This includes all cash balances of the pool as the pool bank accounts are opened in the name of the pool manager; all trade receivables from end charterers for which contracts are entered into in the name of the pool manager as the "disponent-owner"; the trade payables for which contracts are entered into in the name of the pool manager; and fuel oil as inventory and its corresponding payables, as the pool manager purchases fuel oil as the "disponent owner" of the vessels based on the contractual terms of the Pool Agreements under the "disponent-owner" model.

2. Material accounting policies (continued)

For pool arrangements operated by third parties in which the Group's owned vessels are placed, management has performed an assessment to determine if the Group as a pool participant has control over the pools in such arrangements. Indicators that the Group, as a pool participant, does not have control in the pool arrangements are:

- Based on the pool agreements for these pool arrangements operated by the third-party pool managers, the decisions over the relevant activities of the pool that are determined to significantly affect the pool's returns are made by the commercial pool managers. The pool managers of the respective pool arrangements hold the power to make all significant economic decisions that affect the pools;
- The Pool Board's power is limited to approval of total costs for each vessel in the respective pools, and approval of any additional working capital financing arrangements required from pool participants;
- The Pool Boards for these pool arrangements do not have the ability to prevent the pool manager from directing the pool's relevant activities and exercising power on its own behalf;
- The Group, as a pool participant in these pool arrangements, does not hold a majority of either the Pool Board of these pool arrangements or composition of the respective pools.

The Group has evaluated that it does not have control over the pools in the pool arrangements operated by third parties as a pool participant, and is hence not the principal of these pool arrangements. The Group recognises revenue from these pool arrangements as income based on its portion of the pool income reported by the relevant pool, which represents the net voyage revenue of the vessel after adjusting for pool earnings points, pool management fees and deducting voyage expenses.

The accounting policies relating to revenue recognition from the vessels placed in these pool arrangements that are managed by both the Group and third parties are further described in Note 2.4(a).

Identification of cash-generating units

The Group organizes the commercial management of the fleet of vessels into seven individual commercial pools: LR1, LR2, MR, Handy, Chemical-MR, Chemical-Handy and Specialised. For the financial years ended 31 December 2023, 2022 and 2021, there are no Hafnia Vessels or TC Vessels in the Specialised Pool. The Group has assessed that each individual commercial pool constitutes a separate cash-generating unit ("CGU"). This is due to 1) the vessels in each individual pool generating cashflows that are largely interdependent with each other, as the pool arrangements create operational dependencies between vessels in each segment as the pool manager is able to deploy all the vessels to gain efficiencies for the entire fleet of vessels in the pool; 2) the decisions of the pool manager are made solely for the benefit of the entire commercial pool and not for individual vessels; and 3) each individual pool is managed on a portfolio basis to optimise performance and for internal and external management reporting.

Time-chartered in vessels which are recognised as ROU assets by the Group and subsequently deployed in the commercial pools are included as part of the respective commercial pool CGUs based on the above assessment. For vessels outside the commercial pools and deployed on a time-charter basis, each of these vessels constitutes a separate CGU.

2. Material accounting policies (continued)

(b) *Critical accounting estimates*

The key assumptions concerning the future and other critical accounting estimates at the end of the reporting period that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are disclosed below.

Impairment/Reversals of impairment of non-financial assets

Property, plant and equipment and right-of-use assets are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired or a reversal of previously recognised impairment charge may be required. The recoverable amount of an asset, and where applicable, a cash-generating unit ("CGU"), is determined based on the higher of fair value less costs to sell and value-in-use calculations prepared on the basis of management's assumptions and estimates.

All impairment calculations demand a high degree of estimation, which include assessments of the expected cash flows arising from such assets under various modes of deployment, and the selection of discount rates. Changes to these estimates may significantly impact the impairment charges recognised, and future changes may lead to reversals of any previously recognised impairment charges. The Group views that the forecast of future freight rates, representing the main driver of recoverable amounts of the Group's vessels to be inherently difficult to estimate. This is further complicated by the volatility in oil prices caused by geopolitics and macroeconomic forces, together with the cyclical nature of freight rates prevailing in the tankers market.

Vessel life and residual value

The Group depreciates the vessels on a straight-line basis after deduction of residual values over the ship's estimated useful life of 25 years, from the date the ship was originally delivered from the shipyard. Dry docking costs are generally depreciated over 2.5 to 5 years depending on the age and serviceability of the vessels. Residual value is estimated as the lightweight tonnage of each vessel multiplied by the scrap value. The residual values of the vessels are reassessed by management at the end of each reporting period based on the prevailing and historical steel prices.

The useful life and residual value are critical accounting estimates as they directly impact the amount of depreciation expense to be presented in the financial statements. Due to the size of the Group's fleet of owned vessels, the impact could be material depending on the estimates adopted by Management.

2.4 Revenue and income recognition

Revenue comprises the fair value of consideration received or receivable for the rendering of services in the ordinary course of the Group's activities, net of rebates, discounts and off-hire charges, and after eliminating sales within the Group.

(a) *Revenue*

The Group's source of revenue is vessel revenue, comprising of time charter hire, voyage charter hire and demurrage revenue. Revenue is recognized when or as performance obligations are satisfied by transferring services to the customer, i.e. over time, provided that the stage of completion can be measured reliably. Revenue is measured as the consideration that the Group expects to be entitled to. Vessel revenue (including time charter hire, voyage charter hire and demurrage revenue) are recognised in the Consolidated Statement of Comprehensive Income according to the entered charter parties from the date of load to the date of delivery of the cargo (discharge). The recognition is determined using the load-to-discharge method based on the

2. Material accounting policies (continued)

percentage of the estimated duration of the voyage completed at the reporting date because the customer receives the benefit during the voyage as it is provided.

Time charter hire - The Group earns time charter revenue as a lessor by placing its vessels on time charter arrangements with end charterers. Revenue generated from time charter hire is accounted for as revenue earned under operating leases and is therefore within the scope of IFRS 16 – Leases, as issued by the International Accounting Standards Board. IFRS 16 amended the definition of what constitutes a lease to be a contract that conveys the right to control the use of an identified asset if the lessee has both (i) the right to obtain substantially all of the economic benefits from the use of the identified asset, and (ii) the right to direct the use of the identified asset throughout the period of use. We have determined that our existing time charter arrangements meet the definition of leases under IFRS 16, with the Group as lessor, on the basis that the charterer manages the vessels in order to enter into transportation contracts with their customers, and thereby enjoys the economic benefits derived from such arrangements. Furthermore, the charterer can direct the use of a vessel (subject to certain limitations in the charter arrangement) throughout the period of use.

Moreover, under IFRS 16, we are also required to identify the lease and non-lease components of revenue and account for each component in accordance with the applicable accounting standard. In the time charter arrangements, we have determined that the lease component is the vessel, and the non-lease component is the technical management services provided to operate the vessel. These components are accounted for as follows:

- All fixed lease revenue earned under these time charter arrangements is recognized on a straight-line basis over the term of the lease.
- The non-lease component is accounted for as services revenue under IFRS 15 - Revenue from Contracts with Customers. This revenue is recognized “over time” as the customer (i.e. the charterer) is simultaneously receiving and consuming the benefits of the service. The performance obligations in a time charter contract are satisfied over the term of the contract beginning when the vessel is delivered to the charterer until it is redelivered back to us.

Voyage charter hire - The Group earns voyage charter revenue primarily by commercially managing vessels in commercial pool arrangements and by trading them in the spot market. Revenue generated from voyage charter hires and pools is within the scope of IFRS 15 - Revenue from Contracts with Customers, as issued by the International Accounting Standards Board. IFRS 15 replaced the pre-existing accounting standards for revenue recognition and is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products or services are transferred to customers.

As mentioned above in Note 2.3(a), the Group is involved in three types of commercial pool arrangements: 1) pool arrangements that are managed by the Group under the “agent-to-owner” model, 2) pool arrangements that are managed by the Group under the “disponent-owner” model (“Disponent-Owner Pools”) and 3) pool arrangements operated by third parties in which the Group’s owned vessels are placed.

For 1) pool arrangements that are managed by the Group under the “agent-to-owner” model, management has assessed that it has limited rights as the pool manager as described in Note 2.3(a), and is hence an agent in the respective commercial pool arrangements. The Group as the pool manager recognises the pool management fees as other operating income over time based

2. Material accounting policies (continued)

on the period of services provided; while as a shipowner, recognises the gross revenue and voyage expenses earned pertaining to its vessels placed in the pools, and the adjustments due to pool allocations (based on pool points and other trading criteria such as ice trading) separately as pool allocation.

For the 2) Disponent-Owner Pools that are managed by the Group, management has assessed that the time-charter arrangement for the vessels in these pool arrangements between the pool participants and the pool manager constitutes a lease under IFRS 16. Correspondingly, management has assessed that the rights conferred from the pool agreements under the "disponent-owner" model provided the pool manager with the control of a right to a service to be performed using the vessels in the Disponent-Owner Pools for the end charterers and hence allowing the pool manager to recognise the revenue as a principal in line with IFRS 15 - Revenue from Contracts with Customers.

The Group as the pool manager recognises the gross revenue and voyage expenses earned pertaining to the vessels placed by the Group in the Disponent-Owner Pools as "Revenue (Hafnia Vessels and TC Vessels)" and "Voyage expenses (Hafnia Vessels and TC Vessels)" respectively, and adjustments due to pool allocations recognised separately as "pool allocation"; the gross revenue and voyage expenses earned pertaining to the external vessels placed by pool participants other than the Group as "Revenue (External Vessels in Disponent-Owner Pools)" and "Voyage expenses (External Vessels in Disponent-Owner Pools)" respectively; and expenses relating to pool distributions to external pool participants other than the Group separately as "Pool distributions for External Vessels in Disponent-Owner Pools"; and continues to recognise the pool management fees as other operating income over time based on the period of services provided.

For 3) pool arrangements operated by third parties in which the Group's owned vessels are placed, management has assessed that it does not have control over the pools in such arrangements as a pool participant, as described in Note 2.3(a). The Group recognises revenue from these pool arrangements as income based on its portion of the pool income reported by the relevant pool, which represents the net voyage revenue of the vessel after adjusting for pool earnings points, pool management fees and deducting voyage expenses.

Demurrage revenue – Voyage charter contracts contain conditions regarding the amount of time available for loading and discharging of the vessel. If these conditions are breached, the Group is compensated for the additional time incurred in the form of demurrage revenue. Demurrage revenue is recognized in accordance with the terms and conditions of the charter parties. Upon completion of the voyage, the Group assesses the time spent in port, and a demurrage claim based on the relevant contractual conditions is submitted to the charterers. The claim will often be met by counterclaims due to differences in the interpretation of the agreement compared to the actual circumstances of the additional time used. Based on previous experience, 95% of the demurrage claim submitted is recognized as demurrage revenue upon initial recognition. Demurrage is not treated as a separate performance obligation as the promise under the voyage charter contract to the charterer remains the same and there are no distinct goods and services provided along with the demurrage charges. The additional time required to execute the charterer's orders does not provide a distinct service but it is part of the single performance obligation of making the vessel available to execute the charterer's orders. Therefore, demurrage revenue will be allocated entirely to the single performance obligation in the voyage charter contract and recognition will follow the revenue recognition pattern for voyage charter revenue on load-to-discharge basis.

2. Material accounting policies (continued)

The Group receives the demurrage payment upon reaching final agreement on the amount, which could be up to approximately 100 days after the original demurrage claim was submitted. Any adjustments to the final agreement are recognized as demurrage revenue.

Revenue from chemical tankers freight voyage charter is recognised under the load to discharge method on individual contract basis.

(b) *Non-pool related management fees*

Other income from the provision of management support services is recognised over time based on the period of services provided.

(c) *Interest income*

Interest income is recognised on an accrual basis using the effective interest method.

2.5 Group accounting

(a) *Subsidiaries*

(1) *Consolidation*

Subsidiaries are entities over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

In preparing the consolidated financial statements, transactions, balances and unrealised gains on transactions between group companies are eliminated. Unrealised losses are also eliminated but are considered an impairment indicator of the asset transferred. Accounting policies of subsidiaries have been aligned where necessary to ensure consistency with the policies adopted by the Group.

(2) *Acquisitions*

The acquisition method of accounting is used to account for business combinations by the Group.

The consideration transferred for the acquisition of a subsidiary or business comprises the fair value of the assets transferred, the liabilities incurred and the equity interests issued by the Group. The consideration transferred also includes the fair value of any contingent consideration arrangement and the fair value of any pre-existing equity interest in the subsidiary.

If the business combination is achieved in stages, the acquisition date carrying value of the acquirer's previously held equity interest in the acquiree is re-measured to fair value at the acquisition date, and any gains or losses arising from such re-measurement are recognised in profit or loss.

Acquisition-related costs are expensed as incurred.

Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date.

2. Material accounting policies (continued)

On an acquisition-by-acquisition basis, the Group recognises any non-controlling interest in the acquiree at the date of acquisition either at fair value or at the non-controlling interest's proportionate share of the acquiree's net identifiable assets.

The excess of (i) the consideration transferred, the amount of any non-controlling interest in the acquiree, and the acquisition-date fair value of any previous equity interest in the acquiree over the (ii) fair value of the net identifiable assets acquired, is recorded as goodwill.

The excess of (i) fair value of the net identifiable assets acquired over the (ii) consideration transferred; the amount of any non-controlling interest in the acquiree; and the acquisition-date fair value of any previous equity interest in the acquiree; is recorded in profit or loss during the period when it occurs.

The Group has an option to apply a "concentration test" that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

In case the Group acquires an asset or a group of assets (including any liabilities assumed) that does not constitute a business, then the transaction is outside the scope of IFRS 3 because it cannot meet the definition of a business combination. Such transactions are accounted for as asset acquisitions in which the cost of acquisition is generally allocated between the individual identifiable assets and liabilities in the Group based on their relative fair values at the date of acquisition. Transactions for assets acquisition do not give rise to goodwill or a gain on a bargain purchase.

In case the Group acquires an asset or a group of assets (including any liabilities assumed) that does not constitute a business, then the transaction is outside the scope of IFRS 3 because it cannot meet the definition of a business combination. Such transactions are accounted for as asset acquisitions in which the cost of acquisition is generally allocated between the individual identifiable assets and liabilities in the Group based on their relative fair values at the date of acquisition. Transactions for assets acquisition do not give rise to goodwill or a gain on a bargain purchase.

(3) *Disposals*

When a change in the Group's ownership interest in a subsidiary results in a loss of control over the subsidiary, the assets and liabilities of the subsidiary including any goodwill are derecognised. Amounts previously recognised in other comprehensive income in respect of that entity are also reclassified to profit or loss or transferred directly to retained earnings if required by a specific standard.

Any retained interest in the entity is re-measured at fair value. The difference between the carrying amount of the retained interest at the date when control is lost and its fair value is recognised in profit or loss.

(b) *Associated companies and joint ventures*

Associated companies are entities over which the Group has significant influence, but not control or joint control. Significant influence is presumed to exist when the Group holds 20% or more of the voting rights of another entity.

Joint ventures are entities over which the Group has joint control as a result of contractual arrangements and rights to the net assets of the entities.

2. Material accounting policies (continued)

Investments in associated companies and joint ventures are accounted for in the consolidated financial statements using the equity method of accounting (net of accumulated impairment losses).

The acquisition method of accounting is used to account for new and incremental acquisitions in associated companies and joint ventures. Investments in associated companies and joint ventures are initially recognised at cost. The cost of an acquisition is measured at the fair value of the assets given, equity instruments issued or liabilities incurred or assumed at the date of exchange, plus costs directly attributable to the acquisition. Goodwill on associated companies and joint ventures represents the excess of the cost of acquisition of the associated companies and joint ventures over the Group's share of the fair value of the identifiable net assets of the associated companies or joint ventures and is included in the carrying amount of the investments.

Any excess of the Group's share of the net fair value of the investee's identifiable assets and liabilities over the cost of the investment is recognised in profit or loss during the period when it occurs.

In applying the equity method of accounting, the Group's share of its associated companies' and joint ventures' post-acquisition profits or losses is recognised in profit or loss and its share of post-acquisition other comprehensive income is recognised in other comprehensive income. These post-acquisition movements and distributions received from associated companies and joint ventures are adjusted against the carrying amount of the investments. When the Group's share of losses in an associated company or joint venture equals or exceeds its interest in the associated company or joint venture including any other unsecured non-current receivables, the Group does not recognise further losses, unless it has incurred obligations or has made payments on behalf of the associated company or joint venture.

Unrealised gains on transactions between the Group and its associated companies and joint ventures are eliminated to the extent of the Group's interest in the associated companies and joint ventures. Unrealised losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. Where necessary, adjustments are made to the financial statements of associated companies and joint ventures to ensure consistency of accounting policies with those of the Group.

Investments in associated companies and joint ventures are derecognised when the Group loses significant influence or joint control. Any retained interest in the equity is remeasured at its fair value. The difference between the carrying amount of the retained investment at the date when significant influence or joint control is lost and its fair value is recognised in profit or loss.

Gains and losses arising from partial disposals or dilutions in investments in associated companies and joint ventures in which significant influence or joint control is retained are recognised in profit or loss.

2.6 Property, plant and equipment

(a) *Measurement*

(1) Property, plant and equipment are initially recognised at cost and subsequently carried at cost less accumulated depreciation and accumulated impairment losses.

(2) The cost of an item of property, plant and equipment initially recognised includes expenditure

2. Material accounting policies (continued)

that is directly attributable to the acquisition of the item. Dismantlement, removal or restoration costs are included as part of the cost of property, plant and equipment if the obligation for dismantlement, removal or restoration is incurred as a consequence of acquiring the asset.

(3) The acquisition cost capitalised to a vessel under construction is the sum of the instalments paid plus other directly attributable costs incurred during the construction period including borrowing costs. Vessels under construction are not depreciated and reclassified as vessels until upon delivery from the yard.

(4) If significant parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate components of property, plant and equipment.

(b) *Depreciation*

(1) Depreciation is calculated using a straight-line method to allocate the depreciable amounts of property, plant and equipment, after taking into account the residual values over their estimated useful lives. The residual values, estimated useful lives and depreciation method of property, plant and equipment are reviewed, and adjusted as appropriate, at least annually. The effects of any revision are recognised in profit or loss when the changes arise. The estimated useful lives are as follows:

Vessels	
- Tankers	25 years
- Scrubbers	5 years
- Dry docking	2.5 to 5 years
Others	
- Other PPE	5 years

A proportion of the price paid for new vessels is capitalised as dry docking. These costs are depreciated over the period to the next scheduled dry docking, which is generally 2.5 to 5 years. At the commencement of new dry docking, the remaining carrying amount of the previous dry docking will be written off to profit or loss.

(2) Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of that asset, that component is depreciated separately. The remaining carrying amount of the old component as a result of a replacement will be written off to profit or loss.

(c) *Subsequent expenditure*

Subsequent expenditure relating to property, plant and equipment, including scrubbers and dry docking that has already been recognised, is added to the carrying amount of the asset only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. All other repair and maintenance expense is recognised in profit or loss when incurred.

(d) *Disposal*

On disposal of an item of property, plant and equipment, the difference between the net disposal proceeds and its carrying amount is recognised in profit or loss.

2. Material accounting policies (continued)

2.7 Intangible assets

The amortisation period and amortisation method of intangible assets other than goodwill are reviewed at least at each balance sheet date. The effects of any revision are recognised in profit or loss when the changes arise.

IT infrastructure and customer contracts

IT infrastructure and customer contracts acquired through business combinations are initially recognised at fair value. These intangibles are subsequently carried at amortised cost less accumulated impairment losses using the straight-line method over their individual estimated useful lives of 5 years.

2.8 Non-derivative financial assets

(a) Recognition and initial measurement

Trade receivables are initially recognised when they are originated. Other financial assets are recognised when the Group becomes a party to the contractual provisions of the instrument.

Financial assets are initially recognised at fair value plus transaction costs except for financial assets at fair value through profit or loss (FVTPL), which are recognised at fair value. Transaction costs for financial assets at FVTPL are recognised immediately as expenses.

(b) Classification

The Group classifies its non-derivative financial assets at amortised cost, at fair value through other comprehensive income ("FVOCI") and at FVTPL. The classification depends on the business model in which a financial asset is managed and its contractual cash flows characteristics. Management determines the classification of its non-derivative financial assets at initial recognition. Non-derivative financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected non-derivative financial assets are reclassified on the first day of the first reporting period following the change in the business model. The Group holds the following classes of financial assets:

(1) Non-derivative financial assets at amortised cost

A non-derivative financial asset is classified as measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

They are presented as current assets, except for those expected to be realised later than 12 months after the balance sheet date which are presented as non-current assets. They are presented as "trade and other receivables" (Note 16), "loans receivable from joint venture" (Note 13) and "cash at bank and on hand, cash retained in the commercial pools and restricted cash" (Note 17) in the consolidated balance sheet.

(2) Equity investments at FVOCI

On initial recognition of an equity investment that is not held-for-trading, the Group may irrevocably elect to present subsequent changes in the investment's fair value in other comprehensive income. This election is made on an investment-by-investment basis.

2. Material accounting policies (continued)

The Group has presented its equity investments as non-current assets on the balance sheet which will be reclassified to current assets in the event management intends to dispose the assets within 12 months after the balance sheet date. All the equity investments have been irrevocably elected to be classified as FVOCI and are presented as other investments. Further details are described in Note 11.

(3) Non-derivative financial assets at FVTPL

All non-derivative financial assets not classified as at amortised cost and OCI.

(c) Business model assessment

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management. The information considered includes:

- the stated policies and objectives for the portfolio and the operation of those policies in practice. These include whether management's strategy focuses on earning contractual interest income, maintaining a particular interest rate profile, matching the duration of the financial assets to the duration of any related liabilities or expected cash outflows or realising cash flows through the sale of the assets;
- the stated policies and objectives for the portfolio and the operation of those policies in practice;
- how the performance of the portfolio is evaluated and reported to the Group's management;
- the risks that affect the performance of the business model (and the financial assets held within that business model) and how those risks are managed;
- how managers of the business are compensated – e.g. whether compensation is based on the fair value of the assets managed or the contractual cash flows collected; and
- the frequency, volume and timing of sales of financial assets in prior periods, the reasons for such sales and expectations about future sales activity.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group's continuing recognition of the assets.

(d) Subsequent measurement

Financial assets at FVTPL and FVOCI are subsequently carried at fair value. Financial assets at amortised cost are subsequently carried at amortised cost using the effective interest method.

Changes in the fair values of financial assets at FVTPL including the effects of currency translation are recognised in profit or loss while changes in the fair values of financial assets at FVOCI are recognised in other comprehensive income.

(e) Derecognition of financial assets

Financial assets are derecognised when the contractual rights to the cash flows from the financial asset expire, or it transfers the rights to receive the contractual cashflows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Group neither retains substantially all of the risks and rewards of ownership and it does not retain control of the financial asset.

2. Material accounting policies (continued)

(f) Offsetting financial instruments

Financial assets and liabilities are offset, and the net amount reported in the consolidated balance sheet, when there is a legally enforceable right to offset the recognised amounts and there is an intention to settle on a net basis, or to realise the asset and settle the liability simultaneously.

(g) Impairment

For financial assets measured at amortised cost and contract assets, the Group assesses at each balance sheet date whether there is objective evidence that a financial asset or a group of financial assets is impaired and recognises an allowance for expected credit loss (ECL) at an amount equal to the lifetime expected credit loss if there has been a significant increase in credit risk since initial recognition. If the credit risk has not increased significantly since initial recognition, the Group recognises an allowance for ECL at an amount equal to 12-month ECL.

Lifetime ECLs are the ECLs that result from all possible default events over the expected life of a financial instrument.

12-month ECLs are the portion of ECLs that results from default events that are possible within the 12 months after the reporting date (or a shorter period if the expected life of the instrument is less than 12 months).

The maximum period considered when estimating ECLs is the maximum contractual period over which the Group is exposed to credit risk.

For trade receivables and contract assets, the Group applied the simplified approach permitted by IFRS 9, which requires the loss allowance to be measured at an amount equal to lifetime ECLs.

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

Measurement of ECLs

ECLs are probability-weighted estimates of credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is ‘credit-impaired’ when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the debtor;
- a breach of contract such as a default or being more than 90 days past due;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise;

2. Material accounting policies (continued)

- it is probable that the debtor will enter bankruptcy or other financial reorganisation; or
- the disappearance of an active market for a security because of financial difficulties.

Presentation of allowance for ECLs in the balance sheet

Loss allowances for financial assets measured at amortised cost and contract assets are deducted from the gross carrying amount of these assets.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience, informed credit assessment and other forward-looking information.

The Group assumes that the credit risk on a financial asset has increased significantly if the debtor is under significant financial difficulties, or when there is default or significant delay in payments. The Group considers a financial asset to be in default when the debtor is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

When the asset becomes uncollectible, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are recognised against the same line item in profit or loss.

The allowance for impairment loss account is reduced through profit or loss in a subsequent period when the amount of ECL decreases and the related decrease can be objectively measured. The carrying amount of the asset previously impaired is increased to the extent that the new carrying amount does not exceed the amortised cost had no impairment been recognised in prior periods.

2.9 Non-derivative liabilities

Non-derivative financial liabilities are classified and measured at amortised cost. Directly attributable transaction costs are recognised in profit or loss as incurred.

The Group derecognises a financial liability when its contractual obligations are discharged, cancelled, or expired. The Group also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

Interest rate benchmark reform

When the basis for determining the contractual cash flows of a financial asset or financial liability measured at amortised cost changed as a result of interest rate benchmark reform, the Group updated the effective interest rate of the financial asset or financial liability to reflect the change that is required by the reform. No immediate gain or loss was recognised. A change in the basis for determining the contractual cash flows is required by interest rate benchmark reform if the following conditions are met:

- the change is necessary as a direct consequence of the reform; and

2. Material accounting policies (continued)

- the new basis for determining the contractual cash flows is economically equivalent to the previous basis – i.e. the basis immediately before the change.

When changes were made to a financial asset or financial liability in addition to changes to the basis for determining the contractual cash flows required by interest rate benchmark reform, the Group first updated the effective interest rate of the financial asset or financial liability to reflect the change that was required by interest rate benchmark reform. After that, the Group applied the policies on accounting for modifications to the additional changes.

2.10 Impairment of non-financial assets

Property, plant and equipment are tested for impairment whenever there is objective evidence or indication that these assets may be impaired.

For the purpose of impairment testing, the recoverable amount (i.e. the higher of the fair value less costs to sell and value-in-use) is determined on an individual asset basis unless the asset does not generate cash flows that are largely independent of those from other assets. If this is the case, the recoverable amount is determined for the CGU to which the asset belongs.

If the recoverable amount of the asset (or CGU) is estimated to be less than its carrying amount, the carrying amount of the asset (or CGU) is reduced to its recoverable amount. The impairment is then allocated to each single vessel on a pro-rata basis, based on the carrying amount of each vessel in the CGU with the limit of the higher of fair value less cost of disposal and value in use. The difference between the carrying amount and recoverable amount is recognised as an impairment loss in profit or loss.

An impairment loss for an asset (or CGU) other than goodwill is reversed if, and only if, there has been a change in the estimate of the asset's (or CGU's) recoverable amount since the last impairment loss was recognised. The carrying amount of the asset (or CGU) is increased to its revised recoverable amount, provided that this amount does not exceed the carrying amount that would have been determined (net of any accumulated amortisation and depreciation) had no impairment loss been recognised for the asset (or CGU) in prior years. A reversal of impairment loss for an asset (or CGU) other than goodwill is recognised in profit or loss.

The Group conducts an impairment review of its non-financial assets annually.

2.11 Borrowings

Borrowings are recognised initially at fair value, net of transaction costs incurred. Borrowings are subsequently stated at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in profit or loss over the period of the borrowings using the effective interest method.

Borrowings are presented as current liabilities unless the Group has an unconditional right to defer settlement for at least 12 months after the balance sheet date, in which case they are presented as non-current liabilities.

The Group derecognises a borrowing when its contractual obligations are discharged, cancelled, or expired. The Group also derecognises a borrowing when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a borrowing, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in profit or loss.

2. Material accounting policies (continued)

2.12 Borrowing costs

Borrowing costs are recognised in profit or loss using the effective interest method except for those costs that are directly attributable to the construction of vessels. This includes those costs on borrowings acquired specifically for the construction of vessels, as well as those in relation to general borrowings used to finance the construction of vessels.

Borrowing costs are capitalised in the cost of the vessel under construction. Borrowing costs on general borrowings are capitalised by applying a capitalisation rate to the construction expenditure that are financed by general borrowings.

2.13 Trade and other payables

Trade payables are obligations to pay for goods or services that have been acquired from suppliers in the ordinary course of business. Trade and other payables are classified as current liabilities if payment is due within one year or less. If not, they are presented as non-current liabilities.

Trade and other payables are initially recognised at fair value and subsequently carried at amortised cost using the effective interest method, and are derecognised when the Group's obligation has been discharged or cancelled or expired.

2.14 Derivative financial instruments and hedging activities

A derivative financial instrument is initially recognised at its fair value on the date the contract is entered into and is subsequently carried at its fair value. The fair value of derivative financial instruments represents the amount estimated by management with input from the Group's banks or brokers that the Group will receive or pay to terminate the derivatives at the balance sheet date.

For derivative financial instruments that are not designated or do not qualify for hedge accounting, any fair value gains or losses are recognised in profit or loss as a finance item. In particular, gains and losses on currency derivatives are presented in profit or loss as 'foreign currency exchange gain/(loss) – net', whilst gains and losses on other derivatives are presented in profit or loss as 'derivative gain/(loss) – net', unless the gains and losses are material.

The Group designates certain financial instruments in qualifying hedging relationships and documents at the inception of the transaction the relationship between the hedging instruments and hedged items, as well as its risk management objectives and strategies for undertaking various hedging transactions.

The Group also documents its assessment, both at hedge inception and on a periodic basis, of whether the derivatives designated as hedging instruments are highly effective in offsetting changes in fair value or cash flows of the hedged items prospectively.

In the financial year ended 31 December 2021, the Group has adopted the amendments to IFRS 9, IFRS 7 and IFRS 16 Interest Rate Benchmark Reform – Phase 2 effective 1 January 2021. In accordance with the transition provisions, the amendments were applied retrospectively to hedging relationships and financial instruments. Comparative amounts have not been restated, and there was no impact on the prior period opening reserves amounts on adoption.

The Phase 2 amendments address issues arising during interest rate benchmark reform ("IBOR reform"), including specifying when hedge designations and documentation should be updated, and when amounts accumulated in cash flow hedge reserve should be recognised in profit or loss. Note 12 provides further information about the reliefs applied by the Group and the hedging relationships for which the Group has applied the reliefs. No changes were required to any of the amounts recognised in the current or prior period as a result of these amendments, except for hedge ineffectiveness which is disclosed in Note 12.

2. Material accounting policies (continued)

In the current financial year ended 31 December 2023, the Group has continued to apply the following hedge accounting reliefs provided by the "Phase 2" amendments to existing cash flow hedges that have transited to alternative benchmark rates required by IBOR reform:

- **Hedge designation**: When the "Phase 1" amendments ceased to apply, the Group will amend its hedge designation to reflect changes which are required by IBOR reform. These amendments to the hedge documentation do not require the Group to discontinue its hedge relationships.
- **Amounts accumulated in the cash flow hedge reserve**: When the interest rate benchmark on which the hedged future cash flows were based is changed as required by IBOR reform, the accumulated amount outstanding in the cash flow hedge reserve is deemed to be based on the alternative benchmark rate.

The Group enters into hedge relationships where the critical terms of the hedging instrument match exactly with the terms of the hedged item and no hedge ineffectiveness is deemed to exist. In circumstances when the terms of the hedged item do not match exactly the critical terms of the hedging instrument, the Group uses the hypothetical derivative method to assess effectiveness of hedging relationship.

Cash flow hedges – Interest rate derivatives

The Group has entered into interest rate swaps that are cash flow hedges for the Group's exposure to interest rate risk on its borrowings. These contracts entitle the Group to receive interest at floating rates on notional principal amounts and oblige the Group to pay interest at fixed rates on the same notional principal amounts, thus allowing the Group to raise borrowings at floating rates and swap them into fixed rates. For the purpose of hedge accounting, management designated a portion of the nominal value of loans to be hedged by the total notional value of the interest rate swaps. There is no imbalance that would create ineffectiveness and cause the relationship to be inconsistent with the purpose of hedge accounting.

The fair value changes on the effective portion of interest rate derivatives designated as cash flow hedges are recognised in other comprehensive income, accumulated in the hedging reserve and reclassified to profit or loss when the hedged interest expense on the borrowings is recognised in profit or loss. The fair value changes on the ineffective portion of these interest rate derivatives are recognised immediately in profit or loss.

For a cash flow hedge of a forecast transaction, the Group assumes that the benchmark interest rate will not be altered as a result of interbank offered rates (IBOR) reform for the purpose of asserting that the forecast transaction is highly probable and presents an exposure to variations in cash flows that could ultimately affect profit or loss. The Group will no longer apply the amendments to its highly probable assessment of the hedged item when the uncertainty arising from interest rate benchmark reform with respect to the timing and amount of the interest rate benchmark-based future cash flows of the hedged item is no longer present, or when the hedging relationship is discontinued. To determine whether the designated forecast transaction is no longer expected to occur, the Group assumes that the interest rate benchmark cash flows designated as a hedge will not be altered as a result of interest rate benchmark reform.

Hedges directly affected by interest rate benchmark reform

When the basis for determining the contractual cash flows of the hedged item or hedging instrument changes as a result of IBOR reform and therefore there is no longer uncertainty arising about the cash

2. Material accounting policies (continued)

flows of the hedged item or the hedging instrument, the Group amends the hedge documentation of that hedging relationship to reflect the change(s) required by IBOR reform. For this purpose, the hedge designation is amended only to make one or more of the following changes:

- designating an alternative benchmark rate as the hedged risk;
- updating the description of the hedged item, including the description of the designated of portion of the cash flows or fair value being hedged; or
- updating the description of the hedging instrument.

The Group also amends the description of the hedging instrument if the following conditions are met:

- it makes a change required by IBOR reform by using an approach other than changing the basis for determining the contractual cash flows of the hedging instrument;
- the chosen approach is economically equivalent to changing the basis for determining the contractual cash flows of the original hedging instrument; and
- the original hedging instrument is not recognised.

The Group amends the formal hedge documentation by end of the reporting period during which a change required by IBOR reform is made to the hedged risk, hedged item or hedging instrument. These amendments in the formal hedge documentation do not constitute the discontinuation of the hedging relationship or the designation of a new hedging relationship.

If changes are made in addition to those changes required by IBOR reform described above, then the Group first considers whether those additional changes result in the discontinuation of the hedge accounting relationship. If the additional changes do not result in the discontinuation of the hedge accounting relationship, then the Group amends the formal hedge documentation for changes required by IBOR reform as mentioned above.

When the interest rate benchmark on which the hedged future cash flows had been based is changed as required by IBOR reform, for the purpose of determining whether the hedged future cash flows are expected to occur, the Group deems that the hedging reserve recognised in OCI for that hedging relationship is based on alternative benchmark rate on which the hedged future cash flows will be based.

2.15 Freight forward agreements, interest rate caps and foreign exchange contracts

The Group has entered into freight forward agreements (“FFA”), interest rate caps and foreign exchange contracts to manage its exposure to freight rates, cash flow interest rate risk and foreign exchange risk respectively.

The Group does not apply hedge accounting for the derivatives mentioned above. and therefore all changes in fair values of forward freight agreements, interest rate caps and foreign exchange contracts used for economic hedges are recognised in profit or loss under TCE income and other finance expense or income respectively.

Further details of the Group’s other derivative financial instruments are disclosed in Note 12.

2.16 Fair value estimation of financial assets and liabilities

The fair values of financial instruments traded in active markets (such as exchange-traded and over-the-counter securities and derivatives) are based on quoted market prices at the balance sheet date. The quoted market prices used for financial assets are the current bid prices and the quoted market prices for financial liabilities are the current asking prices.

2. Material accounting policies (continued)

The fair values of financial instruments that are not traded in an active market are determined by using valuation techniques such as market approach. The Group uses a variety of methods and makes assumptions that are based on market conditions existing at each balance sheet date. Where appropriate, quoted market prices or dealer quotes for similar instruments are used.

The fair value of forward freight derivatives are determined using quoted market prices for similar contracts on an exchange.

The fair value of interest rate derivatives is calculated as the present value of the estimated future cash flows, discounted at actively quoted interest rates. The fair value of forward foreign exchange contracts is determined using forward exchange market rates at the balance sheet date.

The carrying amounts of current financial assets and liabilities, measured at amortised cost, approximate their fair values, due to the short term nature of the balances. The carrying amounts of the non-current loans receivable approximate their fair values since the interest rates are repriceable at three-month intervals. The fair values of financial liabilities carried at amortised cost are estimated by discounting the future contractual cash flows at current market interest rates, determined as those that are available to the Group at balance sheet date for similar financial instruments.

2.17 Leases

(a) When a group company is the lessee

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys the right to control the use of an identified asset, the Group uses the definition of a lease in IFRS 16.

For leases of vessels, the Group allocates the consideration in the contract to each non-lease component on the basis of its stand-alone price. The lease component is then allocated based on the residual amount of the lease consideration. However, for leases of property and other equipment, the Group has elected not to separate non-lease components and account for the lease and non-lease components as a single lease component.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset, less any lease incentives received.

The right-of-use asset is subsequently carried at cost less accumulated depreciation and accumulated impairment losses. Depreciation is calculated using a straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case, the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the applicable incremental borrowing rate. Generally, the Group uses the incremental borrowing rates as the discount rates. The Group determines the incremental borrowing rates by obtaining interest rates from various external financing sources.

2. Material accounting policies (continued)

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments;
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date;
- amounts expected to be payable under a residual value guarantee;
- exercise price under a purchase option that the Group is reasonably certain to exercise;
- lease payments in an optional renewal period if the Group is reasonably certain to exercise an extension option; and
- payment of penalties for early termination of a lease unless the Group is reasonably certain that it will not terminate early.

The lease liability is subsequently measured at amortised cost using the effective interest method. It is remeasured when:

- there is a change in future lease payments arising from a change in an index or rate;
- there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee; or
- there is a change in the Group's assessment of whether it will exercise a purchase, extension or termination option.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recognised in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

The Group presents right-of-use assets as a part of total property, plant and equipment and lease liabilities in 'borrowings' in the consolidated balance sheet.

Short-term and low value leases

The Group has elected not to recognise right-of-use assets and lease liabilities for leases with lease terms that are less than 12 months and other low-value assets. Lease payments associated with these leases are recognised as an expense in profit or loss on a straight-line basis over the lease term.

(b) When a group company is the lessor

The Group determines at lease inception whether each lease is a finance lease or an operating lease.

Finance leases

Leases of assets in which the Group transfers (leases out) substantially all risks and rewards incidental to ownership of the leased asset to the lessees are classified as finance leases. The leased asset is derecognised and the present value of the lease receivable (net of initial direct costs for negotiating and arranging the lease) is recognised on the consolidated balance sheet as finance lease receivables. The difference between the gross receivable and the present value of the receivable is recognised as unearned finance income. Lease income, included as part of revenue, is recognised over the lease term using the net investment method, which reflects a constant periodic rate of return.

2. Material accounting policies (continued)

The Group applies the derecognition and impairment requirements in IFRS 9 to the net investment in the lease. The Group further regularly reviews estimated unguaranteed residual values used in calculating the gross investment in the lease.

Operating leases

Leases of assets in which the Group retains substantially all risks and rewards incidental to ownership are classified as operating leases. Assets leased out under operating leases are included in property, plant and equipment. Rental income (net of any incentives given to lessee) is recognised on a straight-line basis over the lease term.

Intermediate leases

When the Group is an intermediate lessor, it accounts for its interests in the head lease and the sub-lease separately. It assesses the lease classification of a sub-lease with reference to the right-of-use asset arising from the head lease, not with reference to the underlying asset. If a head lease is short-term lease to which the Group applies the exemption described above, the sub-lease is then classified as an operating lease.

(c) Sale and leaseback

A sale and leaseback transaction is where the Group transfers an asset to another entity (the buyer-lessor) and leases that asset back from the buyer-lessor.

Where the buyer-lessor obtains control of the transferred asset, the Group measures the right-of-use asset arising from the leaseback at the proportion of the previous carrying amount of the asset that relates to the right-of-use retained by the Group.

Where the buyer-lessor does not obtain control of the transferred asset, the Group continues to recognise the transferred asset and recognises a financial liability equal to the transfer proceeds. The financial liability is recognised initially at fair value, net of transaction costs incurred. The financial liability is subsequently stated at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in profit or loss over the period of the financial liability using the effective interest method.

2.18 Inventories

Inventories comprise mainly fuel and lubricating oils which are used for operation of vessels.

The cost of inventories includes purchase costs, as well as any other costs incurred in bringing inventory on board the vessel. Inventories are accounted for on a first-in, first-out basis, and stated at lower of cost and net realisable value. Consumption of inventories is recognised as an expense in profit or loss when the usage occurs.

2.19 Income taxes

The tax expense for the period comprises current and deferred taxes. Tax is recognised as income or expense in profit or loss, except to the extent that it relates to items recognised in other comprehensive income in which case the tax is also recognised in other comprehensive income.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the balance sheet date in the countries where the Group operates and generates taxable income. Positions taken in tax returns are evaluated periodically, with respect to situations in which applicable tax regulations are subject to interpretation, and provisions are established where appropriate, on the basis of amounts expected to be paid to the tax authorities. In relation to accounting for tax

2. Material accounting policies (continued)

uncertainties, where it is more likely than not that the final tax outcome would be favourable to the Group, no tax provision is recognised until payment to the tax authorities is required, and upon which a tax asset, measured at the expected recoverable amount, is recognised.

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, if the deferred income tax arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss, it is not accounted for. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantively enacted by the balance sheet date and are expected to apply when the related deferred income tax asset is realised or the deferred income tax liability is settled.

Deferred income tax assets are recognised to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

Deferred income tax is recognised on temporary differences arising on income earned from investments in subsidiaries, except where the timing of the reversal of the temporary difference can be controlled by the Group and it is probable that the temporary difference will not reverse in the foreseeable future.

Deferred income tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets against current tax liabilities and when the deferred income tax assets and liabilities relate to income taxes levied by the same taxation authority on either the taxable entity or different taxable entities where there is an intention to settle the balances on a net basis.

2.20 Employee benefits

Employee benefits are recognised as an expense, unless the cost qualifies to be classified as asset.

(a) Defined contribution plans

Defined contribution plans are post-employment benefit plans under which the Group pays fixed contributions into separate entities on a mandatory, contractual or voluntary basis. The Group has no further payment obligations once the contributions have been paid.

(b) Employee leave entitlement

Employee entitlements to annual leave are recognised when they accrue to employees. An accrual is made for the estimated liability for annual leave as a result of services rendered by employees up to the balance sheet date.

(c) Share-based payment

During the financial years ended 31 December 2021, 2022 and 2023, the Group introduced Long Term Incentive Plan (LTIP) 2021, LTIP 2022 and LTIP 2023 respectively. Under this scheme, the grant-date fair value of equity-settled share-based payment arrangements granted to employees is generally recognised as an expense, with a corresponding increase in equity, over the vesting period of the awards. The amount recognised as an expense is adjusted to reflect the number of awards for which the related service and non-market performance conditions are expected to be met, such that the amount ultimately recognised is based on the number of awards that meet the related service and non-market performance conditions at the vesting date.

2. Material accounting policies (continued)

2.21 Foreign currency translation

(a) Functional and presentation currency

Items included in the financial statements of each entity in the Group are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The consolidated financial statements are presented in United States Dollars, which is the Company's functional currency. All financial information presented in US dollars has been rounded to the nearest thousand, unless otherwise stated.

(b) Transactions and balances

Transactions in a currency other than the functional currency ("foreign currency") are translated into the functional currency using the exchange rates prevailing at the date of the transactions. Foreign currency exchange gains and losses resulting from the settlement of such transactions, and from the translation of monetary assets and liabilities denominated in foreign currencies at the closing rates at the balance sheet date, are recognised in profit or loss.

2.22 Cash and cash equivalents, Cash retained in the commercial pools, and restricted cash

For the purpose of presentation in the consolidated statement of cash flows, cash and cash equivalents include cash on hand and deposits held at call with financial institutions, which are subject to an insignificant risk of change in value, and cash retained in the commercial pools. The restricted cash represents amounts placed in debt service reserve accounts for sale and leaseback financing.

2.23 Share capital

Common shares are classified as equity.

Incremental costs directly attributable to the issuance of new equity instruments are taken to equity as a deduction, net of tax, from the proceeds.

2.24 Dividends

Interim dividends are recognised in the financial year in which they are declared payable and final dividends are recognised when the dividends are approved for payment by the directors and shareholders respectively.

2.25 Provisions

Provisions are recognised when the Group has a present legal or constructive obligation whereby as a result of past events, it is more likely than not that an outflow of resources will be required to settle the obligation and a reliable estimate of the settlement amount can be made. When the Group expects a provision to be reimbursed, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain. Provisions are not recognised for future operating losses.

For leased-in assets, the Group recognises a provision for the estimated costs of reinstatement arising from the use of these assets. This provision is estimated based on the best estimate of the expenditure required to settle the obligation, taking into consideration time value.

2.26 Financial guarantee contracts

Financial guarantee contracts are accounted for as insurance contracts and treated as contingent liabilities until such time as they become probable that the Group will be required to make a payment under the guarantee. A provision is recognised based on the Group's estimate of the ultimate cost of

2. Material accounting policies (continued)

settling all claims incurred but unpaid at the balance sheet date. The provision is assessed by reviewing individual claims and tested for adequacy by comparing the amount recognised and the amount that would be required to settle the guarantee contract.

2.27 Assets held for sale

Non-current assets are classified as assets held for sale when their carrying amount is to be recovered principally through a sale transaction and a sale is considered highly probable. They are stated at the lower of carrying amount and fair value less costs to sell. The assets are not depreciated or amortised while they are classified as held for sale. Any impairment loss on initial classification and subsequent measurement is recognised as an expense in profit or loss. Any subsequent increase in fair value less costs to sell (not exceeding the accumulated impairment loss that has been previously recognised) is recognised in profit or loss.

2.28 Segment reporting

Operating segments are reported in a manner consistent with reporting provided to the Group's Chief Executive Officer ("CEO"), who is the Group's chief operating decision maker ("CODM"). The CODM is responsible for allocating resources and assessing performance of the operating segments; namely LR1, LR2, MR (including IMO II MR), Handy (including IMO II Handy) and Chemical - Stainless.

2.29 Earnings per share

The Group presents basic and diluted earnings per share data for its ordinary shares. Basic earnings per share is calculated by dividing the profit or loss attributable to ordinary shareholders of the Company by the weighted-average number of ordinary shares outstanding during the financial year, adjusted for own shares held. Diluted earnings per share is determined by adjusting the profit or loss attributable to ordinary shareholders and the weighted-average number of ordinary shares outstanding, adjusted for own shares held and the effects of all dilutive potential ordinary shares, which comprise share options and restricted share units granted to employees.

3. Acquisition of assets

On 27 January 2022, the Group completed the acquisition of 32 vessels from Chemical Tankers Inc and its subsidiaries ("CTI"), in exchange for the Company's equity instruments ("Acquisition of CTI fleet"). The acquisition was accounted for as an asset acquisition that did not constitute a business and which was satisfied by way of issuance of new shares of the Company together with the Company's existing treasury shares.

In exchange for all outstanding shares in CTI, CTI's shareholders received a total of 99,199,394 common shares in the Company, consisting of 92,112,691 newly issued shares and 7,086,703 of treasury shares. Since the consideration for the acquisition was satisfied by way of issuance of the Company's equity instruments, the accounting of the fair value of the consideration settled follows the guidance of IFRS 2 *Share-based Payment*. At the acquisition date, ordinary shares and the existing treasury shares of the Company were issued to CTI's shareholders, and the fair value of issued shares was deemed to be the fair value of the CTI's net assets acquired.

The fair value of CTI's net assets acquired was assessed at US$221.1 million. Equity settlement of the transaction resulted in an increase in share capital of US$0.9 million and share premium of US$207.4 million, while reducing balance of treasury shares by US$12.8 million. The effects of CTI acquisition resulted in increases in the Group's assets, liabilities and equity by US$943.0 million, US$721.9 million and US$221.1 million respectively.

3. Acquisition of assets (continued)

(a) Assets acquired and liabilities assumed

A summary of the acquired assets and liabilities of CTI is presented below.

	CTI balances acquired at fair values 2022 US$'000
Property, plant and equipment	893,009
Restricted cash	6,050
Cash and cash equivalents	4,195
Inventories	3,168
Trade and other receivables	36,584
Trade and other payables	(19,435)
Borrowings	(702,423)
Total net assets acquired	221,148

(b) Consideration transferred

The following table summarises the acquisition date fair value of each class of consideration transferred.

	US$'000
Common shares issued	208,316
Treasury shares transferred	12,832
Less: Cost of issuing new common shares	(936)
Net consideration transferred in the form of issued common shares and treasury shares	220,212

(c) Measurement of fair values

The fair value of acquired vessels was estimated based on an independent third-party valuation report close to the acquisition date, which made reference to comparable transaction prices of similar vessels.

The carrying values of acquired borrowings approximate their fair values as the bank borrowings bear floating interest rates and were re-priceable at three-month intervals.

Other acquired items represent working capital items whose carrying values approximate fair values due to short period of maturity.

4. Revenue

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Hafnia Vessels and TC Vessels			
Revenue from time charter	**134,436**	73,824	64,891
Revenue from voyage charter	**1,781,036**	1,852,727	635,514
	1,915,472	1,926,551	700,405
External Vessels in Disponent-Owner Pools		—	—
Revenue from voyage charter	**756,234**		
Total revenue	**2,671,706**	1,926,551	700,405

4. Revenue (continued)

IFRS 16 Lease Revenue

The following table summarizes the lease and non-lease components of revenue from time charters during the financial years ended 31 December 2023, 2022 and 2021. These figures are not readily quantifiable as the Group's contracts under time charter arrangements do not separate these components. Nevertheless, the Group has estimated these amounts by reference to an approximation of the fair market value of vessel operating expenses for the non-lease component.

	2023 US$'000	2022 US$'000	2021 US$'000
Lease component of revenue from time charter	**94,078**	48,322	44,167
Non-lease component of revenue from time charter	**40,358**	25,502	20,724
Total revenue	**134,436**	73,824	64,891

IFRS 15 Revenue from Contracts with Customers

For vessels employed in the commercial pool arrangements and traded in the spot market, we recognize revenue 'over time' as the customer (i.e. the charterer) is simultaneously receiving and consuming the benefits of the vessel. Under IFRS 15, the performance obligation has been identified as the transportation of cargo from one point to another. Therefore, in a spot market voyage charter under IFRS 15, revenue is recognized on a pro-rata basis commencing on the date that the cargo is loaded and concluding on the date of discharge. The Group also considers short-term time charters (with initial terms of less than one year) as spot market voyage charters. These voyages are accounted for under IFRS 16 – Leases (given the contractual nature of the agreements) but are disclosed as spot market voyages in the table above given their short term nature, and greater exposure to spot market volatility.

Payments for trade receivables generally are due immediately or within 7 days from the invoice date. Information about trade receivables from contracts with customers and contract assets is presented in Note 16.

5. Expenses by nature

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Hafnia Vessels and TC Vessels			
Fuel oil consumed	**349,081**	388,497	183,374
Port costs	**158,967**	122,331	87,477
Brokers' commission expenses	**26,451**	27,080	8,185
Other voyage expenses	**2,633**	10,096	4,717
Pool allocation	**11,733**	31,851	13,717
Voyage expenses	**548,865**	579,855	297,470
External Vessels in Disponent-Owner Pools			
Fuel oil consumed	**161,820**	—	—
Port costs	**62,691**	—	—
Brokers' commission expenses	**48,500**	—	
Other voyage expenses	**14,532**	—	—
Pool allocation	**(7,794)**	—	—
Voyage expenses	**279,749**	—	—

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
External crew cost	**81,860**	88,357	56,009
Employee benefits (Note 6)	**81,602**	78,741	69,166
Maintenance and repair expenses	**76,994**	70,584	48,117
Insurance expenses	**12,234**	11,832	8,416
Other vessel operating expenses	**16,179**	14,389	10,751
Vessel operating expenses	**268,869**	263,903	192,459
Corporate support service fee	**5,090**	4,191	3,309
Employee benefits (Note 6)	**42,816**	37,766	28,790
Other operating expenses	**21,665**	17,567	10,880
Other expenses	**69,571**	59,524	42,979

6. Employee benefits

	2023 US$'000	2022 US$'000	2021 US$'000
Offshore crew	**81,602**	78,741	69,166
Onshore staff	**42,816**	37,766	28,790
	124,418	116,507	97,956

7. Income taxes

Based on the tax laws in the jurisdictions in which the Group and its subsidiaries operate, shipping profits are exempted from income tax. Non-shipping profits are taxed at the prevailing tax rate of each tax jurisdiction where the profit is earned.

Certain of the Group's vessels are subject to the tonnage tax regime in Denmark, whose effect is not significant.

Income tax expense

	2023 US$'000	2022 US$'000	2021 US$'000
Tax expense attributable to profit is made up of:			
Current income tax	**6,540**	5,785	2,229
Changes in estimates related to prior years	**(289)**	893	2,161
	6,251	6,678	4,390

7. Income taxes (continued)

There is currently no income, withholding, capital gain or capital transfer taxes payable in Bermuda. Bermuda is looking to implement a corporate income tax system starting from 1 January 2025 for entities which are part of multinational enterprises which would fall within the purview of OECD's Pillar 2 rules under the BEPS 2.0 initiative. The rules of the proposed corporate income tax system are envisaged to mirror closely the tax outcomes of Pillar 2 rules. The Group's entities in Bermuda do not and are not expected to have income which would be taxable under the proposed Bermuda corporate income system or Pillar 2 rules. The income tax expense reconciliation of the Group is as follows:

Reconciliation of effective tax rate	**2023 US$'000**	**2022 US$'000**	**2021 US$'000**
Profit/(loss) before income tax	**799,526**	758,267	(51,103)
Tax calculated at a tax rate of 0% (2022: 0%, 2021: 0%)	**—**	—	—
Effect of:			
- Tax on non-shipping income	**6,540**	5,785	2,229
- Changes in estimates related to prior years	**(289)**	893	2,161
Income tax expense	**6,251**	6,678	4,390

The majority of the Group's international shipping income accrues in Singapore, where the Group exercises strategic and commercial control over its international shipping activities. As such, the majority of the Group's tax bases is subject to Singapore tax legislation. The Group enjoys the Maritime Sector Incentive – Singapore Registry of Ships ("MSI-SRS"), and also has been awarded the Maritime Sector Incentive – Approved International Shipping Enterprise Award ("MSI-AIS") by the Maritime and Port Authority of Singapore. The MSI-SRS incentive is an ongoing applicable incentive while the MSI-AIS is effective till 30 April 2028, and subsequently; renewable subject to the Group satisfying conditions such as minimum business spending in Singapore. The Group has satisfied such conditions to date and will continue to do so.

Under the MSI-AIS Award, profits arising from international shipping activities are tax exempt in Singapore.

Corporate income tax is levied on the Group's non-international shipping activities which mainly comprises of pool management activities conducted in Singapore and Denmark.

The Group operates in several countries which have enacted new legislations to implement the global minimum top-up tax (Pillar 2 of BEPS 2.0). However, since the newly enacted tax legislations in these countries are only effective from 1 January 2024, there is no current tax impact for the year ended 31 December 2023. The Group has applied the temporary mandatory relief from deferred tax accounting for the impact of global minimum top-up tax and will account for it as a current tax when it is incurred.

The Group's main sources of revenue are from international shipping. Under Pillar 2, international shipping income is specifically exempted from minimum top-up taxes. As such, the Group does not expect the implementation of global minimum top-up tax to have a significant impact on the Group's tax exposure.

The Group generates non-shipping income mainly from its pool and bunker management activities. However, the Group is incurring effective tax rate of more than 15% in the jurisdictions with such activities (e.g. Denmark). Hence, the Group does not expect to have material Pillar 2 exposures going forward but will continue to monitor the potential impact of top-up taxes as the legislations and tax rules worldwide for Pillar 2 develops.

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8. Earnings per share

Basic earnings per share is calculated by dividing the net profit attributable to equity holders of the Company by the weighted average number of common shares outstanding during the financial year.

	2023 US$'000	2022 US$'000	2021 US$'000
Net profit/(loss) attributable to equity holders of the Company	**793,275**	751,589	(55,493)

(a) Basic earnings/(loss) per share

Issued common shares at 1 January	**503,388,593**	370,244,325	370,244,325
Effect of share options exercised satisfied from treasury shares	**5,308,923**	66,374	—
Effect of shares issued for acquisition of CTI	**—**	83,736,555	—
Effect of new shares issued	**2,876,884**	25,551,838	—
Effect of treasury shares purchased	**(6,430,681)**	(1,708,209)	(7,117,103)
Weighted-average number of ordinary shares at 31 December	**505,143,719**	477,890,883	363,127,222
Basic earnings/(loss) per share (US$ per share)	**1.57**	1.57	(0.15)

(b) Diluted earnings/(loss) per share

	2023 US$'000	2022 US$'000	2021 US$'000
Weighted-average number of ordinary shares (basic)	**505,143,719**	477,890,883	363,127,222
Effect of share options on issue	**3,544,217**	11,185,991	—
Weighted-average number of ordinary shares at 31 December	**508,687,936**	489,076,874	363,127,222
Diluted earnings/(loss) per share (US$ per share)	**1.56**	1.54	(0.15)

Diluted earnings per share is determined by adjusting profit or loss attributable to ordinary shareholders and the weighted average number of ordinary shares outstanding, adjusted for own shares held, and the effects of all dilutive potential ordinary shares, which comprise share options and restricted share units granted to employees.

As at 31 December 2021, the diluted weighted-average earnings per share was equivalent to the basic earnings per share, as 10,294,731 share options had been excluded from the calculations as their effects would have been anti-dilutive.

The average market value of the Company's shares for purposes of calculating the dilutive effect of share options was based on quoted market prices for the period during which the options were outstanding.

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9. Property, plant and equipment

	Vessels US$'000	Dry docking and scrubbers US$'000	Right-of-use assets – Vessels US$'000	Others US$'000	Total US$'000
Cost					
At 1 January 2023	3,698,658	138,001	187,730	1,369	4,025,758
Additions (Note 9(a))	158,435	25,831	11,852	126	196,244
Disposal of vessels (Note 9(a))	(283,828)	(12,517)	—	—	(296,345)
Write off on completion of dry docking cycle	—	(7,940)	—	—	(7,940)
At 31 December 2023	3,573,265	143,375	199,582	1,495	3,917,717
Accumulated depreciation and impairment charges					
At 1 January 2023	970,339	58,791	119,826	239	1,149,195
Depreciation charge	135,469	28,771	45,195	292	209,727
Disposal of vessels (Note 9(a))	(206,481)	(4,406)	—	—	(210,887)
Write off on completion of dry docking cycle	—	(7,940)	—	—	(7,940)
At 31 December 2023	899,327	75,216	165,021	531	1,140,095
Net book value					
At 31 December 2023	**2,673,938**	**68,159**	**34,561**	**964**	**2,777,622**
Cost					
At 1 January 2022	2,874,159	116,673	188,983	380	3,180,195
Acquisition of CTI's property, plant and equipment (Note 3(a))	876,246	16,754	—	9	893,009
Additions (Note 9 (a))	406,828	39,320	2,023	980	449,151
Disposal of vessels (Note 9(a))	(400,805)	(20,870)	—	—	(421,675)
Disposal of CTI's vessel owning subsidiaries (Note 9(a))	(57,770)	(1,256)	—	—	(59,026)
Write off on completion of dry docking cycle	—	(12,620)	—	—	(12,620)
Write-off	—	—	(3,276)	—	(3,276)
At 31 December 2022	3,698,658	138,001	187,730	1,369	4,025,758
Accumulated depreciation and impairment charges					
At 1 January 2022	964,625	53,259	77,454	114	1,095,452
Depreciation charge	133,116	29,228	45,520	125	207,989
Disposal of vessels (Note 9(a))	(126,945)	(11,032)	—	—	(137,977)
Disposal of CTI's vessel owning subsidiaries (Note 9(a))	(457)	(44)	—	—	(501)
Write off on completion of dry docking cycle	—	(12,620)	—		(12,620)
Write-off	—	—	(3,148)	—	(3,148)
At 31 December 2022	970,339	58,791	119,826	239	1,149,195
Net book value					
At 31 December 2022	2,728,319	79,210	67,904	1,130	2,876,563

9. Property, plant and equipment (continued)

	Vessels US$'000	Dry docking and scrubbers US$'000	Right-of-use assets - vessels US$'000	Others US$'000	Total US$'000
Cost					
At 1 January 2021	2,950,354	110,007	152,757	103	3,213,221
Additions	8,981	17,405	36,226	277	62,889
Disposal of vessels (Note 9(a))	(85,176)	(3,467)	—	—	(88,643)
Write off on completion of dry docking cycle	—	(7,272)	—	—	(7,272)
At 31 December 2021	2,874,159	116,673	188,983	380	3,180,195
Accumulated depreciation and impairment charges					
At 1 January 2021	921,216	40,106	45,381	78	1,006,781
Depreciation charge	94,758	23,593	32,073	36	150,460
Disposal of vessels	(51,349)	(3,168)	—	—	(54,517)
Write off on completion of dry docking cycle	—	(7,272)	—	—	(7,272)
At 31 December 2021	964,625	53,259	77,454	114	1,095,452
Net book value					
At 31 December 2021	**1,909,534**	**63,414**	**111,529**	**266**	**2,084,743**

(a) The sale and purchase of vessels in the Group over the financial years ended 2023, 2022 and 2021 is as follows:

For the financial year ended 2021:

Disposal:

i. The Group disposed four LR1 vessels to external parties as a part of its asset renewal strategy.

For the financial year ended 2022

Acquisition:

i. The Group acquired 12 LR1 vessels from Scorpio Tankers Inc ("Scorpio") for cash consideration. Acquisition of the vessels was subsequently financed via a sale-and-leaseback facility arrangement entered with an external financial institution (see Note 21).

Disposal:

i. The Group disposed six Handy vessels, four LR1 vessels and eight of CTI's Chemical-Stainless vessels to external parties as a part of its asset renewal strategy.

ii. Out of the eight Chemical-Stainless vessels, two of the Chemical-Stainless vessels, Hafnia Spark and Hafnia Stellar, were deemed be sold even though physical title over the vessels has not been transferred, as control over the vessels was transferred to the buyers. These vessels were financed by sale-and-leaseback arrangements. As a result of this transaction, the Group recorded an aggregate net gain of US$3.8 million. During the financial year ended 2023, the Group transferred the physical title over the vessels to the buyer.

9. Property, plant and equipment (continued)

iii. In October 2022, two Chemical-Stainless vessels, Hafnia Sirius and Hafnia Sky, which were acquired in the same year were disposed via the disposal of the vessel owning subsidiaries. The effects of the disposal on the financial position of the Group as at 31 December 2022 are as follow:

	US$'000
Property, plant and equipment	(58,525)
Trade and other receivables	(1,869)
Borrowings	46,604
Net assets	(13,790)
Net consideration received, satisfied in cash	15,882
Net cash inflows	15,882
Gain on disposal of assets	2,092

For the financial year ended 2023:

Acquisition:

i. The Group acquired two IMO II Handy, one IMO II MR and one LR1 vessel from external parties. The newly acquired IMO II Handy vessels were financed under the US$303 million revolving credit facility, for which there were no drawdowns in the financial year ended 31 December 2023. The remaining vessels are unencumbered.

Disposal:

i. The Group disposed of six LR1 vessels as part of its asset renewal strategy.

(b) The Group organises the commercial management of its fleet of vessels into six individual commercial pools: LR1, LR2, MR, Handy, Chemical-Handy and Chemical-MR. Each individual commercial pool constitutes a separate cash-generating unit ("CGU"). For vessels outside commercial pools and deployed on a time-charter basis, each of these vessels constitutes a separate CGU. Any time-chartered in vessels which are recognised as ROU assets by the Group and subsequently deployed in the commercial pools are included as part of the pool CGUs.

As at 31 December 2023, 2022 and 2021, the Group assessed whether these CGUs had indicators of impairment by reference to internal and external factors according to its stated policy set out in Note 2.3(b).

In 2023 and 2022, the Group obtained valuation reports from independent ship brokers to assess whether fair value of vessels as per valuation reports exceed their carrying values at the reporting date. As the fair market values of the Group's vessels exceed their respective carrying amounts, and together with other macroeconomic and geopolitical factors that favoured the product and chemical tanker businesses at the reporting date, the Group concluded that there were no indicators of impairment for the vessels held-owned and leased that were deployed in their respective CGUs.

In 2021, the Group concluded there were impairment indicators, and proceeded to test the recoverable amounts of vessels deployed in their respective CGUs. The recoverable amounts of each pool CGU and individual vessel CGU were assessed by management based on value in use computations. In determining the value of use, expected cash flows of each CGU were discounted to their present values. This required significant management judgement over assumptions used relating to time charter equivalent and earning days. TCE income represents revenue from time charters and voyage charters less voyage expenses comprising primarily brokers' commission, fuel

9. Property, plant and equipment (continued)

oil and port charges. As a result of the assessment, the recoverable amounts of the pool CGUs and individual vessel CGUs were found to be in excess of the carrying amounts of vessels and ROU assets deployed in these CGUs. Accordingly, no impairment loss was recognised in 2021.

In 2021, the Group has applied a 10% reduction to the forecasted TCE and the vessel earning days used in the value in use calculations as part of the Group's sensitivity analysis. Based on the results of the analysis, a decrease in forecasted TCE and vessel earning days would resulted in impairment of US$90.2 million and US$59.5 million respectively.

(c) The Group has mortgaged vessels with a total carrying amount of US$2,491.8 million (2022: US$2,807.5 million, 2021: US$1,972.9 million) as security over the Group's borrowings.

10. Intangible assets

	Customer contracts US$'000	IT infrastructure US$'000	Total US$'000
Cost			
At 1 January 2021	3,728	2,070	5,798
Additions	—	367	367
At 31 December 2021	3,728	2,437	6,165
Additions	—	248	248
At 31 December 2022	3,728	2,685	6,413
Reclassification of balances	165	(165)	—
At 31 December 2023	3,893	2,520	6,413
Accumulated amortisation charge			
At 1 January 2021	1,159	215	1,374
Amortisation charge	752	467	1,219
At 31 December 2021	1,911	682	2,593
Amortisation charge	752	478	1,230
At 31 December 2022	2,663	1,160	3,823
Amortisation charge	868	432	1,300
At 31 December 2023	3,531	1,592	5,123
Net book value			
At 31 December 2021	2,098	1,474	3,572
At 31 December 2022	1,065	1,525	2,590
At 31 December 2023	**362**	**928**	**1,290**

11. Other investments

The Group's investments in equity instruments are long term and strategic in nature and are not held for the purpose of trading. The Group has elected to designate these other investments at FVOCI. The fair value of the Group's investments in equity instruments are as follow:

	2023 US$'000	2022 US$'000	2021 US$'000
Investment in Alpha Ori Technology Holdings Pte. Ltd. ("Alpha Ori")	**3,428**	3,269	3,000

11. Other investments (continued)

	2023 US$'000	2022 US$'000	2021 US$'000
Investment in Diginex Solutions (HK) Limited ("Diginex")	**525**	501	501
Investment in Clean Hydrogen Works, LA-1, LLC ("CHW-LA1")	**20,000**	55	—
	23,953	3,825	3,501

These other investments are equity instruments without readily determinable fair values and over which the Group has neither significant influence nor control through investments in common stock or in-substance common stock.

In 2023, the Group acquired additional minority ordinary shares of CHW-LA1 with total consideration of US$10 million. The Group's ownership interest in CHW-LA1 continued to be less than 20% of the investee's total equity. Therefore, it continues to be precluded from applying the equity method of accounting. A fair value gain of US$9.9 million was also recognised in the other comprehensive income (Note 26 (f)) due to the observable price change, in relation to the ordinary shares of CHW-LA1 held by the Group prior to this additional investment during the financial year 2023.

In 2023, the Group injected additional working capital in Diginex, in the form of a convertible loan note of US$0.25 million. The Group's ownership interest in Diginex continued to be less than 20% of the investee's total equity. Therefore, it continues to be precluded from applying the equity method of accounting. A fair value loss of US$0.22 million was also recognised in the other comprehensive income (Note 26(f)) due to observable price change, in relation to the Group's investment in the ordinary shares of Diginex.

No other fair value changes were noted and no strategic investments were disposed of in 2023.

12. Derivative financial instruments

	2023 US$'000		2022 US$'000		2021 US$'000	
	Assets	**Liabilities**	**Assets**	**Liabilities**	**Assets**	**Liabilities**
Cash flow hedges						
- Interest rate swaps	**45,964**	**—**	69,136	—	654	327
Non-hedging instruments						
- Interest rate caps	**—**	**—**	726	—	21	—
- Forward freight agreements	**1,512**	**276**	308	93	60	—
- Forward foreign exchange contracts	**449**	**—**	438	—	192	—
	47,925	**276**	70,608	93	927	327
Analysed as:						
Non-current	**35,023**	**—**	69,184	—	675	306
Current	**12,902**	**276**	1,424	93	252	21
	47,925	**276**	70,608	93	927	327

Cash flow hedges

Interest rate derivatives

The Group has entered into interest rate swap contracts that qualify for hedge accounting. The Group pays interest at fixed rates varying from 0.46% to 3.10% (2022: 0.46% to 2.15%, 2021: 0.46% to 2.15%) per annum and receives interest at a floating rate based on compounded SOFR with a credit adjustment spread; after gradually transitioning throughout the financial year ended 31 December 2023 from the three-month US$ LIBOR as a result of the IBOR reform.

The notional principal amount of these outstanding interest rate swaps as at 31 December 2023 amounted to US$1,005.6 million (2022: US$949.0 million, 2021: US$716.0 million). Of these, US$347.9 million matures within one year, US$432.6 million matures within two to five years, and US$225.1 million matures after five years. The notional amount of the hedging instruments directly impacted by IBOR reform as at 31 December 2023 amounted to US$1,005.6 million.

Non-hedging instruments

Interest rate derivatives

As at 31 December 2023, the Group has no existing interest rate caps as they have expired and were not part of any IBOR transition. At 31 December 2022, the Group had existing interest rate caps with a strike of 3.00% against the three-month US$ LIBOR. As of 31 December 2022, the interest rate caps have a notional amount of US$225.1 million (2021: US$300.0 million) with the last cap having expired in 2023. The changes in fair values of the interest rate caps are recognised in profit or loss.

12. Derivative financial instruments (continued)

Forward foreign exchange contracts

The Group has entered into forward foreign exchange contracts to swap United States Dollars for Singapore Dollars with an external financial institution. The notional principal amounts of the outstanding forward foreign exchange contracts as at 31 December 2023, 2022 and 2021 comprise the following:

	2023 US$'000		2022 US$'000		2021 US$'000	
Currency	Notional amounts in local currency	US$ equivalent	Notional amounts in local currency	US$ equivalent	Notional amounts in local currency	US$ equivalent
Singapore Dollars	**31,268**	**23,381**	22,580	16,404	25,605	18,792

As at 31 December 2023, these forward foreign exchange contracts will mature within 12 (2022: 9, 2021: 12) months from the balance sheet date. No hedge accounting is adopted and the fair value changes of these forward exchange contracts are recorded in profit or loss.

Freight forward agreements

The Group has entered into a number of forward freight agreements in order to hedge its spot voyage exposure for its vessels trading in the pools. As at 31 December 2023, the Group has outstanding positions with a notional amount of US$69.7 million (2022: US$7.3 million, 2021: US$2.4 million), which will mature in the next one year. No hedge accounting is adopted and the fair value changes of these freight forward agreements are recorded in profit or loss.

13. Loans receivable from joint ventures

The Group and CSSC (Hong Kong) Shipping Company Limited ("CSSC Shipping") are joint venture partners in Vista Shipping Pte. Ltd. (formerly known as Vista Shipping Limited), which builds and operates LR1 and LR2 product tanker vessels.

In the financial year ended 31 December 2023, the Group entered into an agreement with SOCATRA, to be joint venture partners in Ecomar Shipholding S.A.S ("Ecomar").

As part of financing for the newbuilds under the respective joint ventures, each joint venture partner provides to the joint venture a shareholder's loan to finance 50% of the initial payment instalments for the product tanker vessels.

In 2021, two orders (with two additional options which were subsequently declared) for LR2 vessels were made through the Vista joint venture. As part of financing for the LR2 newbuilds under the joint venture, each joint venture partner contributed a shareholder's loan to finance the pre-delivery instalments for the four LR2 newbuilds.

In 2023, four orders for IMO II MR vessels were made through the Ecomar joint venture. As part of financing for the MR newbuilds under the joint venture, each joint venture partner contributed a shareholder's loan to finance the pre-delivery instalments for the four IMO II MR newbuilds.

In 2023, the Group provided financing of US$15.5 million (2022: US$23.0 million) to the joint ventures.

The loans receivable from the joint ventures are unsecured, bear interest based on daily SOFR with a credit adjustment spread (previously US$ three-month LIBOR plus 3% margin before IBOR transition) and have no fixed terms of repayment. As the Group does not expect the joint venture to settle the

13. Loans receivable from joint ventures (continued)

loans within the next 12 months, the loans receivable are classified as "non-current" receivables. In substance, the Group considers these loans receivable as an extension of the Group's investments in joint ventures. The carrying amounts of the loans receivable approximate their fair values since the interest rates are re-priceable at three-month intervals.

	2023 US$'000	2022 US$'000	2021 US$'000
Loans receivable from joint ventures	**69,626**	74,213	60,229

14. Associated companies and joint ventures

	2023 US$'000	2022 US$'000	2021 US$'000
Interest in associates	—	—	1,863
Interest in joint ventures	**60,172**	39,359	13,355
	60,172	39,359	15,218

(a) Interest in associates

The Group, through its wholly owned subsidiary Hafnia Tankers ApS, had a 40% interest in Hafnia Management A/S and its subsidiaries ("Hafnia Management"). Hafnia Management A/S was incorporated in Denmark.

In December 2022, Hafnia Management was dissolved following a voluntary liquidation and cash proceeds of US$1.8 million were distributed back to the Group and deducted against investment cost. The deficit of US$36,555 was recorded in profit or loss.

The following table summarises the profit for the financial year and other financial information according to Hafnia Management's own financial statements. The table also reconciles the summarised financial information to the carrying amount of the Group's interest in Hafnia Management.

	2022 US$'000	2021 US$'000
Hafnia Management A/S		
Percentage ownership interest	40%	40%
Current assets	—	4,361
Current liabilities	—	(172)
Net assets (100%)	—	4,189
Net assets (40%)	—	1,676
Other adjustments	—	187
Group's share of net assets (40%)	—	1,863
Other income	—	162
Expenses	**(92)**	—
(Loss)/profit and total comprehensive income (100%)	**(92)**	162
(Loss)/profit and total comprehensive income (40%)	**(37)**	65
Group's share of total comprehensive (loss)/income (40%)	**(37)**	65

14. Associated companies and joint ventures (continued)

(b) Interest in joint ventures

(1) Vista Shipping Pte. Ltd. (formerly known as Vista Shipping Limited) ("Vista Shipping") is a joint venture in which the Group has joint control and 50% ownership interest. Vista Shipping is domiciled in Singapore and structured as a separate vehicle in shipowning, with the Group having residual interest in its net assets. Accordingly, the Group has classified its interest in Vista Shipping as a joint venture. In accordance with the agreement under which Vista Shipping was established, the Group and the other investor in the joint venture have agreed to provide shareholders' loans in proportion to their interests to finance the newbuild programme as described in Note 13.

(1) During the financial year ended 2023, Hafnia took delivery of three LR2 vessels through its Vista joint venture.

The following table summarises the financial information of Vista Shipping as included in its own consolidated financial statements. The table also reconciles the summarised financial information to the carrying amount of the Group's interest in Vista Shipping.

	2023 US$'000	2022 US$'000	2021 US$'000
Percentage ownership interest	**50%**	50%	50%
Non-current assets	**397,965**	275,964	255,580
Current assets	**54,092**	57,618	15,665
Non-current liabilities	**(336,598)**	(268,921)	(192,430)
Current liabilities	**(28,564)**	(13,667)	(73,251)
Net assets (100%)	**86,895**	50,994	5,564
Group's share of net assets (50%)	**43,448**	25,497	2,782
Revenue	**91,191**	78,275	25,601
Other income	**1,963**	617	190
Expenses	**(56,914)**	(34,690)	(30,152)
Profit/(loss) and total comprehensive income/(loss) (100%)	**36,240**	44,202	(4,361)
Profit/(loss) and total comprehensive income/(loss) (50%)	**18,120**	22,101	(2,181)
Prior year share of profit/(loss) not recognised	**(170)**	614	(12)
Group's share of total comprehensive income/(loss) (50%)	**17,950**	22,715	(2,193)

(2) In July 2021, the Group and Andromeda Shipholdings Ltd ("Andromeda Shipholdings") entered into a joint venture, H&A Shipping Ltd ("H&A Shipping") in which the Group has joint control and 50% ownership interest. H&A Shipping is domiciled in the Republic of the Marshall Islands and structured as a separate vehicle in shipowning, with the Group having residual interest in its net assets. Accordingly, the Group has classified its interest in H&A Shipping Ltd as a joint venture. In accordance with the agreement under which H&A Shipping was established, the Group and the other investor in the joint venture have agreed to provide equity in proportion to their interests to finance the newbuild programme.

14. Associated companies and joint ventures (continued)

The following table summarises the financial information of H&A Shipping as included in its own consolidated financial statements. The table also reconciles the summarised financial information to the carrying amount of the Group's interest in H&A Shipping.

	2023 US$'000	2022 US$'000	2021 US$'000
Percentage ownership interest	**50%**	50%	50%
Non-current assets	**62,990**	66,091	41,885
Current assets	**5,308**	4,136	1,261
Non-current liabilities	**(52,038)**	(54,981)	(32,234)
Current liabilities	**(4,548)**	(4,573)	(2,417)
Net assets (100%)	**11,712**	10,673	8,495
Group's share of net assets (50%)	**5,856**	5,337	4,247
Shareholder's loans	**7,668**	7,667	5,853
Alignment of accounting policies	**1,006**	858	473
Carrying amount of interest in joint venture	**14,530**	13,862	10,573
Revenue	**11,438**	11,109	2,414
Other income	**1,458**	266	5
Expenses	**(10,857)**	(9,198)	(1,969)
Profit and total comprehensive income (100%)	**2,039**	2,177	450
Profit and total comprehensive income (50%)	**1,019**	1,089	225
Alignment of accounting policies	**147**	385	135
Group's share of total comprehensive income (50%)	**1,166**	1,474	360

(3) In June 2023, the Group and SOCATRA entered into a joint venture, Ecomar, in which the Group has joint control and 50% ownership interest. Ecomar is incorporated in France and structured as a separate vehicle in shipowning, with the Group having residual interest in its net assets. Accordingly, the Group has classified its interest in Ecomar as a joint venture. In accordance with the agreement under which Ecomar was established, the Group and the other investor in the joint venture have agreed to provide shareholders' loans in proportion to their interests to finance the newbuild programme.

The following table summarises the financial information of Ecomar as included in its own consolidated financial statements. The table also reconciles the summarised financial information to the carrying amount of the Group's interest in Ecomar.

	2023 US$'000	2022 US$'000	2021 US$'000
Percentage ownership interest	**50%**	—	—
Non-current assets	**31,873**	—	—
Non-current liabilities	**(31,849)**	—	—
Net assets (100%)	**24**	—	—

14. Associated companies and joint ventures (continued)

	2023 US$'000	2022 US$'000	2021 US$'000
Group's share of net assets (50%)	**12**	—	—
Carrying amount of interest in joint venture	**12**	—	—
Other income	**1**	—	—
Expenses	**(87)**	—	—
Loss and total comprehensive loss (100%)	**(86)**	—	—
Loss and total comprehensive loss (50%)	**(43)**	—	—
Group's share of total comprehensive loss (50%)	**(43)**	—	—

(4) In March 2023, the Group and Simbolo Holdings Limited entered into a share purchase agreement where the Group purchased 50% of Class A shares (with voting rights) in Quintessential AI Limited ("Q-AI"). As a result of the transaction, the Group has joint control (with Simbolo Holdings having the remainder of Class A shares) of Q-AI; with a 25.5% ownership interest. Q-AI is incorporated in London and operates in the software development industry. Accordingly, the Group has classified its interest in Q-AI as a joint venture.

As of 31 December 2023, Q-AI has not commenced operations and the cost of investment as of 31 December 2023 was US$2.2 million.

15. Inventories

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Fuel oil	**99,714**	81,308	65,177
Lubricating oils	**7,990**	8,623	5,495
	107,704	89,931	70,672

The cost of inventories recognised as expenses included in "voyage expenses (Hafnia Vessels and TC Vessels)" amounted to US$349.1 million (2022: US$388.5 million, 2021: US$183.4 million); and included in "voyage expenses (External Vessels in Disponent-Owner Pools)" amounted to US$161.8 million (2022: US$Nil, 2021: US$Nil). There was no write down of inventory to net realisable values as at the respective financial years ended 2021, 2022 and 2023.

16. Trade and other receivables

	Note	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Trade receivables				
-non-related parties		**389,384**	221,777	47,408
Contract assets				
-non-related parties		**118,460**	83,718	17,667
Less: Allowance made for trade receivables and contract assets				
-non-related parties	26(b)	—	—	—

16. Trade and other receivables (continued)

	Note	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Trade receivables – net		**507,844**	305,495	65,075
Prepayments		**21,274**	21,602	9,287
Other receivables				
- non-related parties		**60,592**	176,012	73,530
		589,710	503,109	147,892

The carrying amounts of trade and other receivables, principally denominated in United States Dollars, approximate their fair values due to the short period to maturity.

Included within trade and other receivables as at the financial years ended 2023, 2022 and 2021 are contract assets. These contract assets relate to the Group's rights to consideration for proportional performance from voyage charters in progress at the balance sheet date. These contract assets are transferred to trade receivables when the rights to such consideration become unconditional, typically when the Group has satisfied its performance obligations upon completion of the voyage. As voyage charters in progress have an expected duration of less than one year, the Group applies the practical expedient available under IFRS 15 and does not disclose information about remaining performance obligations as at balance sheet date. There were no impairment losses recognised on contract assets (2022: US$Nil, 2021: US$Nil).

During the financial year ended 2022, two of the Chemical-Stainless vessels, Hafnia Spark and Hafnia Stellar, were deemed to be sold even though physical title over the vessels have not been transferred, as control over the vessels have been transferred to the buyers. Included within other receivables are US$49.9 million of receivables from the buyers to be used to repay the associated lease liabilities outstanding for Hafnia Spark and Hafnia Stellar up to and until legal completion of the sale of these vessels (see Note 9 and Note 21).

During the financial year ended 2023, the receivables and associated lease liabilities were de-recognised upon transfer of the physical title over the vessels to the buyer.

17. Cash and cash equivalents including restricted cash

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Cash at bank and on hand	**141,621**	174,440	100,075
Cash retained in the commercial pools	**80,900**	105,885	53,626
Restricted cash	**13,381**	4,780	—
	235,902	285,105	153,701
Less: Restricted cash	**(13,381)**	(4,780)	—
Cash and cash equivalents	**222,521**	280,325	153,701

Cash at bank and on hand includes fixed deposits placed in various financial institutions with varying periods to maturity.

The restricted cash represents amounts placed in debt service reserve accounts for sale and leaseback financing. For the financial year ended 2023, the restricted cash includes cash from FFA collateral accounts. This restricted cash is not available to finance the Group's day to day operations.

17. Cash and cash equivalents including restricted cash (continued)

The cash retained in the commercial pools represents cash in the pool bank accounts that are opened in the name of the Group's pool management company and can only be used for the operation of vessels within the commercial pools.

18. Share capital and contributed surplus

	Number of shares	Share capital US$'000	Share premium US$'000	Total US$'000
At 1 January 2023	503,388,593	5,035	1,023,996	1,029,031
Issuance of shares	3,431,577	34	20,853	20,887
At 31 December 2023	**506,820,170**	**5,069**	**1,044,849**	**1,049,918**
At 1 January 2021, 31 December 2021 and 1 January 2022	370,244,325	3,703	704,834	708,537
Shares issued for acquisition of CTI assets	92,112,691	921	206,459	207,380
New shares issued	37,600,000	376	97,170	97,546
Issuance of shares	3,431,577	35	15,533	15,568
At 31 December 2022	**503,388,593**	**5,035**	**1,023,996**	**1,029,031**

(a) Authorised share capital

The total authorised number of shares is 750,000,000 (2022: 750,000,000, 2021: 600,000,000) common shares at par value of US$0.01 per share.

In August 2022, the total authorised number of shares was increased by 150,000,000 shares with a par value of US$0.01 per share.

(b) Issued and fully paid share capital

On 28 February 2023, the Company entered into a share lending agreement with BW Group Limited ("BW Group"), whereby BW Group lent 3,431,577 shares of the Company. The borrowed shares were redelivered by way of the Company issuing new shares to BW Group at a subscription price of US$0.01 per share. Following this transaction, the Company had 3,431,577 newly issued shares and 3,431,577 treasury shares.

On 1 March 2023, the Company settled these borrowed shares by way of issuing 3,431,577 new ordinary shares to BW Group. Following the issuance of the new ordinary shares, there are 506,820,170 issued shares in the Company, each with a nominal value of US$0.01, all of which have been validly and legally issued and fully paid.

On 20 December 2023, the Company entered into another share lending agreement with BW Group, whereby BW Group lent 3,431,577 shares of the Company. Following this transaction, the Company had 3,431,577 treasury shares. The borrowed shares were redelivered by way of the Company issuing new shares to BW Group at a subscription price of US$0.01 per share. The share issuance was only completed on 2 January 2024.

On 27 January 2022, the Company issued 92,112,691 new common shares in the Company, as part of the purchase consideration for the acquisition of CTI assets. Refer to Note 3.

On 9 May 2022, the Company issued 37,600,000 new common shares at a private placement at subscription price of NOK 25.0 per share, raising net proceeds of US$97.5 million.

18. Share capital and contributed surplus (continued)

On 26 August 2022, the Company entered into a share lending agreement with BW Group Limited, whereby BW Group lent 3,431,577 shares of the Company. The borrowed shares were redelivered by way of the Company issuing new shares to BW Group at a subscription price of US$0.01 per share. Following this transaction, the Company had 3,431,577 newly issued shares and 3,431,577 treasury shares. This allowed the Company to promptly deliver existing shares held in treasury to employees who exercise their vested options under the share options granted to management personnel in 2019 for Tranche 1, Tranche 2, Tranche 3 and Tranche 4.

All issued common shares are fully paid. The newly issued shares rank pari passu with the existing shares.

(c) Share premium

The difference between the consideration for common shares issued and their par value is recognised as share premium.

US$1.2 million of fees and expenses incurred for the issuance of new common shares were deducted against share premium in 2022.

(d) Contributed surplus

Contributed surplus relates to the amount transferred from share capital account when the par value of each common share was reduced from US$5 to US$0.01 per share in 2015. Contributed surplus is distributable, subject to the fulfilment of the conditions as stipulated under the Bermudian Law.

(e) Treasury shares

The reserve for the Company's treasury shares comprises the cost of the Company's shares held by the Group. As at 31 December 2023, the Group held 2,626,651 of the Company's shares (2022: 2,793,797, 2021: 7,086,703).

(f) Capital reserve

The deficit refers to the reversal of the cost of the treasury shares acquired, recorded in the treasury shares account against the option price on those shares upon exercise of employees share options during the financial year.

(g) Translation reserve

The foreign currency translation reserve represents exchange differences arising from the translation of the financial statements of foreign operations whose functional currencies are different from that of the Group's presentation currency.

(h) Fair value reserve

The fair value reserve comprises the cumulative net change in the fair value of equity investments which were accounted as FVOCI.

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19. Other reserves

		2023 US$'000	2022 US$'000	2021 US$'000
(a)	Composition:			
	Share-based payment reserve	**3,788**	5,873	4,837
	Hedging reserve	**39,312**	68,458	348
	Capital reserve	**(25,137)**	(710)	—
	Translation reserve	**(63)**	29	(35)
	Fair value reserve	**9,720**	—	—
		27,620	73,650	5,150

		2023 US$'000	2022 US$'000	2021 US$'000
(b)	Movements of the reserves			
	Hedging reserve			
	At beginning of the financial year	**68,458**	348	(15,973)
	Fair value gains on cash flow hedges	**13,378**	73,516	9,693
	Reclassification to profit or loss	**(42,524)**	(5,406)	6,628
	At end of the financial year	**39,312**	68,458	348

More information about derivatives used as hedges is disclosed in Note 12.

Capital reserve

The movement of the capital reserve is attributed to the exercise of share options awarded to employees under the Group's equity-settled, share-based compensation plan (Note 20).

20. Share-based payment arrangements

(a) Description of share-based payment arrangements

(i) Share option programme (equity-settled)

The Group operates an equity-settled, share-based compensation plan, under which the entity receives services from employees as consideration for equity instruments (share options) in the Company. On 16 January 2019, 1 March 2019, 1 June 2019, 1 August 2019 (collectively known as "LTIP 2019"), 25 February 2020, 8 March 2021, 15 March 2022 and 28 February 2023, the Group granted share options to key management and senior employees. All options are to be settled by physical delivery of shares. The terms and conditions of the share options granted are as follows.

Grant date	Number of instruments in thousands	Vesting conditions	Expiry of options
Option grant to key management personnel on 16 January 2019 ("Tranche 1")	1,834	3 years' service condition from grant date of Tranche 1	16 January 2025
Option Grant to key management personnel on 1 March 2019 ("Tranche 2")	207	3 years' service condition from grant date of Tranche 1	16 January 2025

20. Share-based payment arrangements (continued)

Grant date	Number of instruments in thousands	Vesting conditions	Expiry of options
Option Grant to key management personnel on 1 June 2019 ("Tranche 3")	1,183	3 years' service condition from grant date of Tranche 1	16 January 2025
Option grant to key management personnel on 1 August 2019 ("Tranche 4")	207	3 years' service condition from grant date of Tranche 1	16 January 2025
Option Grant to key management personnel on 25 February 2020 ("LTIP 2020")	3,432	3 years' service condition from grant date	25 February 2026
Option Grant to key management personnel on 8 March 2021 ("LTIP 2021")	3,432	3 years' service condition from grant date	8 March 2027
Option Grant to key management personnel on 15 March 2022 ("LTIP 2022")	1,849	3 years' service condition from grant date	15 March 2028
Option Grant to key management personnel on 28 February 2023 ("LTIP 2023")	1,849	3 years' service condition from grant date	28 February 2029

The share options become void if the employee rescinds job position before the vesting date.

The fair value of services received in return for share options granted is based on fair value of the share options granted, measured using the Black-Scholes model.

(ii) Restricted share units (equity-settled)

On 15 March 2022, the Group granted a total of 462,357 restricted share units ("RSU 2022") to key management and senior employees. All restricted share units are to be settled by physical delivery of shares to the employees when they vest on 15 March 2025.

(b) Measurement of grant date fair values

(i) Measurement of grant date fair values of share options

The following inputs were used in the measurement of the fair values at respective grant dates of the share options.

	Share option programme							
	Tranche 1	Tranche 2	Tranche 3	Tranche 4	LTIP 2020	LTIP 2021	LTIP 2022	LTIP 2023
Grant date	16 January 2019	1 March 2019	1 June 2019	1 August 2019	25 February 2020	8 March 2021	15 March 2022	28 February 2023
Share price (NOK)	24.03	24.17	24.47	24.67	20.57	16.55	20.01	64.46
Exercise price (NOK)	27.81	27.81	27.81	27.81	23.81	19.16	23.16	74.62
Time to maturity (years)	4.5	4.4	4.1	4.0	4.5	4.5	4.5	4.5
Risk free rate	2.54%	2.54%	1.93%	1.78%	1.24%	1.02%	2.24%	3.53%
Volatility	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Dividends	—	—	—	—	—	—	—	—
Annual tenure risk	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Share options granted	1,833,958	207,278	1,183,063	207,278	3,431,577	3,431,577	1,849,428	1,849,428
Fair value at grant date (US$)	1,610,382	182,009	976,425	169,317	2,249,146	2,036,068	1,263,630	3,716,961

20. Share-based payment arrangements (continued)

Volatility has been estimated as a benchmark volatility by considering the historical average share price volatility of a comparable peer group of companies.

(ii) Measurement of grant date fair values of restricted share units

The following inputs were used in the measurement of the fair values at the grant dates of the restricted share units.

	Restricted share units
	RSU 2022
Grant date	15 March 2022
Grant date fair value (NOK)	20.01
Grant date fair value (US$)	2.21
Annual tenure risk	7.50%
Restricted share units granted	462,357
Fair value at grant date (US$)	808,875

(c) Reconciliation of outstanding share options

Movements in the number of unissued common shares under option are as follows:

	At the beginning of the financial year	Granted during the financial year	Exercised during the financial year	At the end of the financial year
2023				
LTIP 2019	2,586,519	—	(2,231,185)	355,334
LTIP 2020	3,431,577	—	(3,234,205)	197,372
LTIP 2021	3,431,577	—	(1,357,632)	2,073,945
LTIP 2022	1,849,428	—	—	1,849,428
LTIP 2023	—	1,849,428	—	1,849,428
Total	11,299,101	1,849,428	(6,823,022)	6,325,507
2022				
LTIP 2019	3,431,577	—	(845,058)	2,586,519
LTIP 2020	3,431,577	—	—	3,431,577
LTIP 2021	3,431,577	—	—	3,431,577
LTIP 2022	—	1,849,428	—	1,849,428
Total	10,294,731	1,849,428	(845,058)	11,299,101

The Company's remuneration committee has decided to grant accelerated vesting for the Company's CEO. The CEO's options under the LTIP 2021 vested on 20 December 2023 and were subsequently exercised by the CEO.

21. Borrowings

	2023 US$'000	2022 US$'000	2021 US$'000
Current			
Loan from a related corporation	—	—	18,750
Loans from non-related parties	—	673	390
Bank borrowings	**174,004**	103,807	178,211

21. Borrowings (continued)

	2023 US$'000	2022 US$'000	2021 US$'000
Sales and leaseback-liabilities (accounted for as financing transaction)	**57,305**	170,731	6,715
Other lease liabilities	**36,019**	44,905	44,308
	267,328	320,116	248,374
Non-current			
Loans from non-related parties	—	4,756	4,001
Bank borrowings	**398,507**	622,569	934,701
Sales and leaseback-liabilities (accounted for as financing transaction)	**622,174**	798,273	70,977
Other lease liabilities	**4,342**	29,573	73,150
	1,025,023	1,455,171	1,082,829
Total borrowings	**1,292,351**	1,775,287	1,331,203

Bank borrowings

As at 31 December 2023, bank borrowings consist of ten credit facilities from external financial institutions, amounting to US$473 million, US$374 million, US$216 million, US$106 million, US$84 million, US$39 million, US$40 million, US$303 million and two borrowing base facilities respectively (2022: US$473 million, US$374 million, US$216 million, US$106 million, US$100 million, US$84 million and US$39 million, 2021: USD 473 million, USD 374 million, USD 216 million, USD 106 million, USD 100 million, USD 84 million and USD 39 million). The table below summarises key information of the bank borrowings:

Facility amount	Oustanding amount US$'000	Maturity date
US$473 million facility	116,089	
- US$413 million term loan		2026
- US$60 million revolving credit facility		2026
US$374 million facility	—	
- US$100 million revolving credit facility		2028
US$216 million facility	143,850	2027
US$106 million facility	90,777	2025
US$84 million facility	56,095	
- US$68 million term loan		2026
- US$16 million revolving credit facility		2026
US$39 million facility	18,801	
-US$30 million term loan		2025
-US$9 million revolving credit facility		2025
Up to US$175 million borrowing base facility	53,000	
Up to US$175 million borrowing base facility (with an accordion option of up to US$75 million)	60,000	2024
US$40 million facility	38,754	2029
US$303 million facility	—	
- US$303 million revolving credit facility	—	2029

21. Borrowings (continued)

The Group's revolving credit facilities will be available for utilisation if there is no event of default or default which is continuing or would result from the proposed utilisation or under the existing utilisations; and relevant conditions are met. The Group pays commitment fees to have these revolving credit facilities which are between 35-40% of the facilities' margin.

On 14 November 2023, the Group cancelled its US$70 million revolving credit facility, which was part of the upsized US$216 million facility.

On 30 August 2023, the Group entered into a US$303 million revolving credit facility.

On 18 July 2023, the Group entered into a US$40 million senior secured term loan facility.

On 21 December 2022, the US$50 million revolving credit facility under the US$100 million facility was extended until June 2023.

On 18 March 2022, the Group closed the US$70 million upsizing of its existing US$216 million facility.

On 22 March 2021, the Group refinanced the US$676 million and US$128 million facilities. These two facilities were extinguished and replaced with the new US$374 million facility.

On 1 July 2021, the Group entered into a US$100 million unsecured facility.

On 17 December 2021, the Group refinanced the US$266 million facility. This facility was extinguished and replaced with the US$84 million and US$106 million facilities.

Sales and leaseback-liabilities (accounted for as financing transaction)

As at 31 December 2023, the sales and leaseback-liabilities (accounted for as financing transaction) consist of various facilities provided by external leasing houses under sale-and-leaseback contracts. Under these contracts, the vessels were legally sold to external leasing houses and leased back by Hafnia. The sale of vessels under these sales and leaseback arrangements did not meet the criteria for sale as prescribed by IFRS 15 *Revenue with customers* as the Group has assessed that there was no transfer of control of the vessels. The Group still has the present right to direct the use of the vessels and to obtain the remaining economic benefits from the vessels. The Group also has the option/obligation to repurchase the vessels from the leasing houses. As a result of the assessment performed, the vessels were not derecognised from the Group's balance sheet. These transactions were treated as financing arrangements since lease inception, with the proceeds received from the external leasing houses reflected as sales and leaseback-liabilities, which were accounted for as financing transactions.

During the financial year ended 2023, as a part of the Group's ongoing refinancing exercise to refinance the debt that was acquired as a part of the CTI acquisition into lower-priced financing facilities, the Group refinanced five IMO II Chemical Handy vessels via sale and leaseback financing with CMB Financial leasing. These transactions were accounted for as an extinguishment of existing sales and leaseback-liabilities (accounted for as financing transaction) and the recognition of new sales and leaseback-liabilities (accounted for as financing transaction) based on the new borrowing terms. The Group also exercised the purchase options on nine of its existing sales and leaseback financings with AVIC International Leasing, SPDB Financial Leasing, ICBC Financial Leasing and Ocean Yield Limited. These transactions were accounted for as an extinguishment of existing sales and leaseback-liabilities (accounted for as financing transaction).

On 28 February 2022, the Group entered into a US$414 million sale-and-leaseback facility agreement with ICBC Leasing ("US$414 million SLB facility") to finance the purchase of 12 LR1 vessels from Scorpio.

21. Borrowings (continued)

On 27 January 2022, the Group completed the acquisition of CTI's fleet of vessels which were entirely financed by sale-and-leaseback financing arrangements from eight external leasing houses (the "CTI vessels facilities"). Refer to Note 3.

During the financial year ended 2022, the Group disposed of eight Chemical-Stainless vessels which were financed by such sale-and-leaseback arrangements. The borrowings relating to two of these Chemical-Stainless vessels, Hafnia Spark and Hafnia Stellar, have not been derecognised from the Group's balance sheet as the legal obligations towards the leasing houses still exist. The borrowings amounted to US$49.3 million as at 31 December 2022. The borrowings were subsequently derecognised in 2023 when physical title was transferred from the Group to the buyers.

Facility amount	Outstanding amount US$'000	Maturity date
US$414 million SLB facility	354,160	2032
CTI vessels facilities	276,861	2023 – 2031
Hafnia Tankers finance leases	48,456	2025 – 2030

Interest rates

The weighted average effective interest rates per annum of total borrowings at the balance sheet date are as follows:

	2023	2022	2021
Bank borrowings	**6.7%**	4.2%	1.7%
Sales and leaseback-liabilities (accounted for as financing transaction)	**7.4%**	6.1%	5.2%

The exposure of borrowings to interest rate risk is disclosed in Note 26.

Maturity of borrowings

The non-current borrowings have the following maturity:

	2023 US$'000	2022 US$'000	2021 US$'000
Later than one year and not later than five years	**649,710**	974,953	988,298
Later than five years	**375,313**	480,218	94,531
	1,025,023	1,455,171	1,082,829

Carrying amounts and fair values

The carrying values of the bank borrowings and sales and leaseback-liabilities (accounted for as financing transaction) approximate their fair values as they bear floating interest rates and are re-priceable at one to three month intervals.

The loan from a related corporation bore floating interest at a nominal rate of US$ three-month LIBOR plus margin of 2.80%. The carrying value approximates the fair values as interest rate is re-priceable at three-month intervals. The loan from a related corporation was fully repaid in 2022.

21. Borrowings (continued)

Financial and non-financial covenants

The Group has bank borrowings and sales and leaseback-liabilities (accounted for as financing transaction) that contain financial and non-financial covenants. Any breach of covenants will result in bank borrowings and sales and leaseback-liabilities becoming payable on demand. The Group was in compliance with financial and non-financial covenants as at 31 December 2023, 31 December 2022 and 31 December 2021.

22. Trade and other payables

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Trade payables			
- non-related parties	**219,962**	41,508	34,986
Accrued operating expenses	**114,801**	101,759	50,056
Other payables			
- related corporations	**29,774**	6,675	5,461
- non-related parties	**20,941**	6,276	4,428
	385,478	156,218	94,931
Analysed as:			
Current	**385,478**	156,218	94,931
	385,478	156,218	94,931

The carrying amounts of trade and other payables, principally denominated in United States Dollars, approximate their fair values due to the short period to maturity.

The other payables due to related corporations are unsecured, interest-free and are repayable on demand.

Information about the Group's exposure to currency and liquidity risks is included in Note 26.

23. Leases – as Lessee

Leases as lessee under IFRS 16

The Group leases vessels, office spaces, and other equipment from external parties under non-cancellable operating lease agreements. The leases have varying terms including options to extend and options to purchase.

Starting from 1 January 2019, the leased-in vessels are recognised as right-of-use assets and lease liabilities on the balance sheet under IFRS 16, except for leases of low value items relating to

IT equipment and other assets with lease terms of less than 12 months.

23. Leases – as Lessee (continued)

Information about leases for which the Group is a lessee is presented below.

(1) Right-of-use assets - Vessels

	US$'000
Cost	
At 1 January 2021	152,757
Additions	36,226
At 31 December 2021	188,983
Additions	2,023
Write-off	(3,276)
At 31 December 2022	187,730
Additions	11,852
At 31 December 2023	199,582
Accumulated depreciation	
At 1 January 2021	45,381
Depreciation charge	32,073
At 31 December 2021	77,454
Depreciation charge	45,520
Write-off	(3,148)
At 31 December 2022	119,826
Depreciation charge	45,195
At 31 December 2023	165,021
Net book value	
At 31 December 2021	111,529
At 31 December 2022	67,904
At 31 December 2023	**34,561**

(2) Amounts recognised in profit or loss

	2023 US$'000	2022 US$'000	2021 US$'000
Interest expense on lease liabilities	**2,178**	3,768	4,549
Expenses relating to short-term leases for vessels, included in charter hire expenses	**5,594**	1,040	1,890
Expenses relating to short-term leases for offices, included in rental expenses	**1,988**	1,613	1,522

(3) Amounts recognised in statement of cash flows

	2023 US$'000	2022 US$'000	2021 US$'000
Total cash outflow for leases	**45,969**	48,643	33,161

23. Leases – as Lessee (continued)

(4) Extension options

Some leases contain extension options exercisable by the Group up to one year before the end of the non-cancellable contract period. Where practicable, the Group seeks to include extension options in new leases to provide operational flexibility. The extension options held are exercisable only by the Group and not by the lessors. The Group assesses at lease commencement date whether it is reasonably certain to exercise the extension options. The Group reassesses whether it is reasonably certain to exercise the options if there is a significant event or significant changes in circumstances within its control. In the financial year ended 2023, the Group exercised options on certain leases to extend their charter period for a duration of one year and recognised additional lease liabilities with a corresponding increase in ROU assets.

The Group has estimated that the potential future lease payments, should it exercise the extension options, would result in an increase in lease liability of US$120.5 million (2022: US$139.6 million, 2021: US$133.8 million).

(5) Operating lease commitments under IFRS 16

The Group leases vessels and office space from non-related parties. These leases have varying terms including options to extend and options to purchase.

Future minimum lease payments under non-cancellable operating leases committed at the reporting date have been recognised as lease liabilities under IFRS 16.

24. Commitments

Operating lease commitments - where the Group is a lessor

The Group leases vessels to non-related parties under non-cancellable operating lease agreements. The Group classifies these leases as operating leases as the Group retains substantially all risks and rewards incidental to ownership of the leased assets.

In 2023, the Group recognised estimated lease revenue of US$94.1 million (2022: US$48.3 million, 2021: US$44.2 million) and non-lease revenue of US$40.4 million (2022: US$25.5 million, 2021: US$20.7 million) as part of time charter revenue (Note 4).

The undiscounted lease payments under operating leases to be received after 31 December are analysed as follows:

	2023 US$'000	2022 US$'000	2021 US$'000
Less than one year	**87,459**	65,878	39,597
One to two years	**25,830**	11,712	11,680
Two to five years	**8,960**	20,640	31,392
	122,249	98,230	82,669

Newbuild commitments

The Group has equity interests in joint ventures and is obliged to provide its share of working capital for the joint ventures' newbuild programme through either equity contributions or shareholder's loans. The commitments may not be utilised by the joint ventures.

24. Commitments (continued)

The future minimum capital contributions to be made at the reporting date but not yet recognised are as follows:

	2023 US$'000	2022 US$'000	2021 US$'000
Less than one year	**28,394**	83,450	25,057
One to two years	**58,079**	—	87,200
Two to five years	**19,360**	—	—
	105,833	83,450	112,257

25. Financial guarantee contracts

The Group's policy is to provide financial guarantees only to the wholly owned subsidiaries or joint ventures. At 31 December 2023, the Group has issued financial guarantees to certain banks in respect of credit facilities granted to subsidiaries (see Note 21). These bank borrowings amount to US$572.5 million (2022: US$726.4 million, 2021: US$1,112.9 million) at the balance sheet date.

The Group and CSSC Shipping have issued a joint financial guarantee to certain banks in respect of credit facilities granted to the joint venture, Vista Shipping. Bank borrowings provided to the joint venture amounts to US$246.8 million (2022: US$130.8 million, 2021: US$141.6 million) at the balance sheet date. Corporate guarantees given will become due and payable on demand if an event of default occurs.

The Group and Andromeda Shipholdings have issued a joint financial guarantee to certain banks in respect of credit facilities granted to joint venture, H&A Shipping. Bank borrowings provided to the joint venture amounts to US$39.4 million (2022: US$42.3 million, 2021: US$21.5 million) at the balance sheet date. Corporate guarantees given will become due and payable on demand if an event of default occurs.

In 2022, the Group issued a limited financial guarantee to a bank in respect of the receivables purchase agreement facility granted to the commercial pools. Any liability arising is limited to the recourse lenders have against the Group after considering the recourse waterfall mechanism in place in the facility agreement, where the Group is the final avenue of recourse. The facility was discontinued during the financial year ended 2023.

The Group has appraised such liabilities to be remote.

26. Financial risk management

Financial risk factors

The Group's activities expose it to a variety of financial risks: market risk (including price risk, currency risk and interest rate risk); credit risk; liquidity risk and capital risk. The Group's overall risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the Group's financial performance.

Financial risk management is handled by the Group as part of its operations. The management team identifies, evaluates and manages financial risks in close co-operation with all operating units. The Board provides written principles for overall risk management, as well as written policies covering specific areas, such as foreign exchange risk, interest rate risk, credit risk and use of derivative and non-derivative financial instruments.

26. Financial risk management (continued)

(a) Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates, interest rates and equity prices will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

The Group enters into derivatives, and also incurs financial liabilities, in order to manage market risks. All such transactions are carried out within the guidelines set by the Group. Generally, the Group seeks to apply hedge accounting in order to manage volatility in profit or loss.

Price risk

The shipping market can be subject to significant fluctuations. The Group's vessels are employed under a variety of chartering arrangements including time charters and voyage charters.

In 2023, approximately 5% (2022: 4%, 2021: 9%) of the Group's shipping revenue was derived from vessels under fixed income charters (comprising time charters).

The Group is exposed to the risk of variations in fuel oil costs, which are affected by the global political and economic environment. Historically, fuel expenses have been the most significant expense. Under a time charter, the charterer is responsible for fuel costs, therefore, fixed income charters also reduce exposure to fuel price fluctuations.

In 2023, fuel oil costs comprised 47% (2022: 46%, 2021: 37%) of the Group's operating expenses. If price of fuel oil has increased/decreased by US$1 (2022: US$1, 2021: US$1) per metric ton with all other variables including tax rate being held constant, the net results will be lower/higher by US$801,249 (2022: US$470,881, 2021: US$338,582) as a result of higher/lower fuel oil consumption expense.

In addition to securing cash flows through time charter contracts, the Group has entered into forward freight agreements to limit the risk involved in trading in the spot market. Details of the Group's outstanding forward freight agreements are disclosed in Note 12.

Currency risk

The functional currency of most of the entities in the Group is United States Dollars ("US$"). The Group's operating revenue, and the majority of its interest-bearing debt and contractual obligations for vessels under construction are denominated in US$. The Group's vessels are also valued in US$ when trading in the second-hand market.

The Group is exposed to foreign currency exchange risks for administrative expenses incurred by offices or agents globally, predominantly in Monaco, Denmark, United Arab Emirates and Singapore. Further, the Group is required to pay port charges in currencies other than US$. However, foreign currency exposure in port charges is minimal as any increase is usually compensated by a corresponding increase in freight, particularly in the tanker sector through industry-wide increases in Worldscale flat rates.

At the balance sheet date, the Group has cash and cash equivalents denominated in Singapore dollars ("SGD"), Danish Kroner ("DKK"), Euro ("EUR"), United Arab Emirates Dirham ("AED") and Norwegian Kroner ("NOK").

At 31 December 2023, 2022 and 2021, the Group has assessed that it has insignificant exposure to foreign currency risks. However, the Group has entered into foreign exchange contracts to hedge its general and administrative costs to avoid short term volatility.

26. Financial risk management (continued)

Details of the Group's outstanding forward exchange contracts are disclosed in Note 12.

Interest rate risk

The Group adopts a policy of ensuring that between 40% and 75% of its interest rate risk exposure is at a fixed-rate or limited to a certain threshold. This is achieved partly by entering into fixed-rate instruments and partly by borrowing at a floating rate and using interest rate swaps as hedges of the variability in cash flows attributable to interest rate risk. For the secured interest rate swaps of the Group, management applies a hedge ratio of 1:1.

The Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the reference interest rates, tenors, repricing dates and maturities and the notional or par amounts.

The Group has interest-bearing financial liabilities in the form of borrowings from external financial institutions at variable rates.

The Group manages its cashflow interest rate risks by swapping a portion of its floating rate interest payments to fixed rate payments using interest rate swaps.

Cash flow sensitivity analysis for variable rate instruments

If the interest rates has increased/decreased by 50 basis points, with all other variables including tax rate being held constant, the net results will be lower/higher by approximately US$1.8 million (2022: US$1.5 million, 2021: US$1.7 million) as a result of higher/lower interest expense on the portion of the borrowings that is not covered by the interest rate swap instruments.

If the interest rates has increased/decreased by 50 basis points, with all other variables including tax rate being held constant, the net results will be lower/higher by approximately US$5.8 million (2022: US$4.9 million, 2021: US$4.3 million) as a result of higher/lower interest expense on borrowings; had no hedging been in place.

Total equity would have been higher/lower by US$13.7 million (2022: US$14.4 million, 2021: US$10.5 million) mainly as a result of fair value gain/loss from interest rate swaps assuming these swaps remain effective.

Cash flow and fair value interest rate risks

Cash flow interest rate risk is the risk that future cash flows of a financial instrument will fluctuate because of changes in market interest rates. Fair value interest rate risk is the risk that the value of a financial instrument will fluctuate due to changes in market interest rates.

The Group entered into interest rate agreements to limit exposure to interest rate fluctuations. The details of these exposures are disclosed in Note 12. As at 31 December 2023, the notional principal amount of these interest rate swaps represents approximately 80% (2022: 55%, 2021: 63%) of the Group's borrowings on floating interest rates.

26. Financial risk management (continued)

As at the reporting date, the interest rate profile of interest-bearing financial instruments, as reported to the management, was as follows:

	Nominal amount		
	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Variable rate instruments			
Financial assets	**69,626**	74,213	60,229
Financial liabilities	**1,251,990**	1,716,589	1,217,699
Effect of interest rate swaps	**(1,005,586)**	(949,047)	(715,958)
	316,030	841,755	561,970

The Group is exposed mainly to the Secured Overnight Financing Rate ("SOFR"). The Group completed the three-month US$ LIBOR transition to SOFR during the year.

Hedging relationships for which 'Phase 2' amendments apply

In the current year, the Group has applied the following hedge accounting reliefs provided by the Phase 2 amendments for its hedging relationships that have already transitioned from LIBOR to SOFR.

Hedge designation – When the Phase 1 amendments cease to apply, the Group has amended its hedge designation to reflect the following changes which are required by IBOR reform:

- Designating SOFR as a hedged risk;
- The contractual benchmark rate of the hedged US$ borrowing has been amended from LIBOR to SOFR plus a credit adjustment spread; and
- The variable rate of the hedging interest rate swap has been amended from LIBOR to SOFR with a credit adjustment spread added to the fixed rate.

These amendments to the hedge documentation do not require the Group to discontinue its hedge relationships.

Amounts accumulated in the cash flow hedge reserve – When the Group amended its hedge designation for changes to its borrowings that is required by IBOR reform, the accumulated amount outstanding in the cash flow hedge reserves was deemed to be based on SOFR. The amount is reclassified to profit or loss in the same periods during which the hedged SOFR cash flows affect profit or loss.

Hedge effectiveness

Hedge effectiveness is determined at the inception of the hedging relationship, and through periodic prospective effective assessments to ensure that an economic relationship exists between the hedged item and hedging instrument.

The Group enters into hedge relationships where the critical terms of the hedging instrument match exactly with the terms of the hedged item, and so a qualitative assessment of effectiveness is performed. If changes in circumstances affect the terms of the hedged item such that the critical terms no longer match exactly with the critical terms of the hedging instrument, the Group uses the hypothetical derivative method to assess effectiveness. Hedge ineffectiveness have occurred due to changes in the critical terms of either the interest rate swaps or the borrowings.

26. Financial risk management (continued)

The Group assesses whether the derivative designated in each hedging relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the hypothetical derivative method.

In these hedge relationships, the main sources of ineffectiveness are:

(1) the effect of the counterparty and the Group's own credit risk on the fair value of the swaps, which is not reflected in the change in the fair value of the hedged cash flows attributable to the change in interest rates;

(2) differences in repricing dates between the swaps and the borrowings; and

(3) transitioning the hedged item and the hedging instrument to alternative benchmark rates at different times, which may result in temporary mismatch in benchmark interest rates or permanent difference in adjustment spreads;

Ineffectiveness of US$6.56 million has been recognised in relation to the interest rate swaps in other gains or losses in profit or loss for 2023 (2022: nil, 2021: nil).

(b) *Credit risk*

The Group's credit risk is primarily attributable to trade and other receivables, cash and cash equivalents and loans receivable from joint ventures. The maximum exposure is represented by the carrying value of each financial asset on the balance sheet.

Financial assets that are neither past due or impaired

The Group performs periodic credit evaluations of its charterers. The Group has implemented policies to ensure cash funds are deposited and derivatives are entered into with banks and internationally recognised financial institutions with a good credit rating and the vessels are chartered out to charterers with an appropriate credit rating who can provide sufficient guarantees.

There is no class of financial assets that is past due and/or impaired.

Trade receivables and contract assets

The Group applies the simplified lifetime approach and uses a provision matrix to determine the ECLs of trade receivables and contract assets. It is based on the Group's historical observed default rates and is adjusted by a current and forward-looking estimate based on current economic conditions.

Credit risk is concentrated on several charterers. The Group adopts the policy of dealing only with customers with appropriate credit history. Derivative counterparties and cash transactions are limited to high credit quality financial institutions. The Group has policies that limit the amount of credit exposure to any financial institution.

The allowance for impairment made arose mainly from the provision of charter services to a customer which had met with significant financial difficulties during the financial year ended 31 December 2018. This allowance was subsequently written off in the financial year ended 2021 when the receivables were deemed irrecoverable by management.

The Group has determined that the ECL provision estimated based on an allowance matrix of 0.3% to 1% for trade receivables aged "Past due up to three months" and "Past due for more than six months", respectively, as at 31 December 2023, 2022 and 2021 were insignificant. Accordingly, no ECL allowance was recorded by the Group.

26. Financial risk management (continued)

The age analysis of trade receivables and contract assets is as follows:

	2023 US$'000	2022 US$'000 (Restated)	2021 US$'000 (Restated)
Current (not past due)	**312,744**	215,442	21,870
Past due 0 to 3 months	**86,920**	55,277	30,762
Past due for more than 3 months	**108,178**	34,776	12,443
Less: Allowance for impairment	—	—	—
	507,842	305,495	65,075

The movement in the allowance for impairment in respect of trade receivables and contract assets is as follows:

	2023 US$'000	2022 US$'000	2021 US$'000
Allowance for impairment as at 1 January	—	—	**1,594**
Write-off of allowance for impairment	—	—	(1,594)
Allowance for impairment as at 31 December	—	—	—

Loans receivable from joint ventures and other receivables due from non-related parties

The Group has used a general 12-month approach in assessing the credit risk associated with other receivables and loans issued to the joint ventures.

The loans extended to the joint ventures form an extension of the Group's investment in product tankers via co-ownership with another strategic investor. As the vessels owned by the joint ventures generate positive cash flows and the outlook remains positive, management considers the credit risk of loans issued to the joint ventures as low. As a result of the qualitative assessment performed, no ECL provision has been recognised.

(c) *Liquidity risk*

Prudent liquidity risk management implies maintaining sufficient cash and the availability of funding through an adequate amount of committed credit facilities to meet operating and capital expenditure needs. To address the inherent unpredictability of short-term liquidity requirements, the Group maintains sufficient cash for its daily operations in short-term cash deposits with banks, has access to the unutilised portions of revolving credit facilities . In the financial years ended 2022 and 2021, the Group entered into a trade receivables factoring agreement (with limited recourse to the Group) with financial institutions. This factoring agreement was not utilised in the financial year ended 2023.

26. Financial risk management (continued)

The maturity profile of the Group's financial liabilities based on contractual undiscounted cash flows is as follows:

	Less than 1 year US$'000	Between 1 and 2 years US$'000	Between 2 and 5 years US$'000	Over 5 years US$'000
At 31 December 2023				
Trade and other payables	385,478	—	—	—
Derivative financial instruments	276	—	—	—
Interest payments	60,437	50,567	78,168	31,528
Borrowings	175,900	148,090	228,992	24,386
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	94,071	79,666	198,617	354,043
	716,162	**278,323**	**505,777**	**409,957**

(Restated)	Less than 1 year US$'000	Between 1 and 2 years US$'000	Between 2 and 5 years US$'000	Over 5 years US$'000
At 31 December 2022				
Trade and other payables	156,218	—	—	—
Derivative financial instruments	93	—	—	—
Interest payments	84,031	70,127	139,534	77,722
Borrowings	105,811	105,811	498,862	21,947
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	217,654	97,635	288,012	455,326
	563,807	**273,573**	**926,408**	**554,995**

(Restated)	Less than 1 year US$'000	Between 1 and 2 years US$'000	Between 2 and 5 years US$'000	Over 5 years US$'000
At 31 December 2021				
Trade and other payables	94,931	—	—	—
Derivative financial instruments	5,429	2,391	923	—
Interest payments	27,521	21,420	38,919	4,494
Borrowings	198,961	129,745	719,654	91,646
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	51,023	51,328	83,244	16,693
	377,865	**204,884**	**842,740**	**112,833**

(d) *Capital risk*

The Group's objectives when managing capital are to safeguard the Group's ability to continue as a going concern and to maintain an optimal capital structure so as to maximise shareholders' value. In order to maintain or achieve an optimal capital structure, the Group may adjust the amount of dividends paid, return capital to shareholders, obtain new borrowings or sell assets to reduce borrowings.

The Group is in compliance with all externally imposed capital requirements.

26. Financial risk management (continued)

(e) *Accounting classifications and fair values*

The following tables present assets and liabilities recognised and measured at fair value and classified by level of the following fair value measurement hierarchy:

(1) quoted prices (unadjusted) in active markets for identical assets or liabilities (Level 1);

(2) inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices) (Level 2); and

(3) inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) (Level 3).

		Carrying amount				Fair value			
	Note	Fair value hedging instruments/ Mandatorily at FVTPL - others US$'000	Financial assets at amortised cost US$'000	FVOCI – equity instruments US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2023									
Financial assets measured at fair value									
Forward foreign exchange contracts	12	449	—	—	449	—	449	—	449
Forward freight agreements	12	1,512	—	—	1,512	—	1,512	—	1,512
Interest rate swaps used for hedging	12	45,964	—	—	45,964	—	45,964	—	45,964
Interest rate caps	12	—	—	—	—	—	—	—	—
Other investments	11	—	—	23,953	23,953	—	—	23,953	23,953
		47,925	—	23,953	71,878				
Financial assets not measured at fair value									
Loans receivable from joint venture	13	—	69,626	—	69,626				
Trade and other receivables[1]	16	—	568,436	—	568,436				
Restricted cash		—	13,381	—	13,381				
Cash at bank and on hand	17	—	141,621	—	141,621				
Cash retained in the commercial pools	17	—	80,900	—	80,900				
		—	873,964		873,964				

[1] Excluding prepayments

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26. Financial risk management (continued)

		Carrying amount			Fair value			
(Restated)	Note	Fair value – hedging instruments US$'000	Other financial liabilities US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2023								
Financial liabilities measured at fair value								
Forward freight agreements	12	(276)	—	(276)	—	(276)	—	(276)
Financial liabilities not measured at fair value								
Bank borrowings	21	—	(572,511)	(572,511)				
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	21	—	(679,479)	(679,479)				
Trade payables	22	—	(385,478)	(385,478)				
		—	(1,637,468)	(1,637,468)				

		Carrying amount				Fair value			
(Restated)	Note	Fair value hedging instruments/ Mandatorily at FVTPL - others US$'000	Financial assets at amortised cost US$'000	FVOCI-equity instrument US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2022									
Financial assets measured at fair value									
Forward foreign exchange contracts	12	438	—	—	438	—	438	—	438
Forward freight agreements	12	308	—	—	308	—	308	—	308
Interest rate swaps used for hedging	12	69,136	—	—	69,136	—	69,136	—	69,136
Interest rate caps	12	726	—	—	726	—	726	—	726
Other investments	11	—	—	3,825	3,825	—	—	3,825	3,825
		70,608	—	3,825	74,433				

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26. Financial risk management (continued)

		Carrying amount				Fair value			
(Restated)	Note	Fair value hedging instruments/ Mandatorily at FVTPL - others US$'000	Financial assets at amortised cost US$'000	FVOCI- equity instrument US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
Financial assets not measured at fair value									
Loans receivable from joint ventures	13	—	74,213	—	74,213				
Trade and other receivables[1]	16	—	481,507	—	481,507				
Restricted cash	17	—	4,780	—	4,780				
Cash at bank and on hand	17	—	174,440	—	174,440				
Cash retained in the commercial pools	17	—	105,885	—	105,885				
		—	840,825	—	840,825				

[1] Excluding prepayments

		Carrying amount			Fair value			
(Restated)	Note	Fair value – hedging instruments US$'000	Other financial liabilities US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2022								
Financial liabilities measured at fair value								
Forward freight agreements	12	(93)	—	(93)	—	(93)	—	(93)
Financial liabilities not measured at fair value								
Bank borrowings	21	—	(726,376)	(726,376)				
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	21	—	(969,004)	(969,004)				
Loan from non-related parties	21	—	(5,429)	(5,429)				
Trade payables	22	—	(156,218)	(156,218)				
		—	(1,857,027)	(1,857,027)				

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26. Financial risk management (continued)

		Carrying amount				Fair value			
(Restated)	Note	Fair value hedging instruments/ Mandatorily at FVTPL - others US$'000	Financial assets at amortised cost US$'000	FVOCI-equity instrument US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2021									
Financial assets measured at fair value									
Forward foreign exchange contracts	12	192	—	—	192	—	192	—	192
Forward freight agreements	12	60	—	—	60	—	60	—	60
Interest rate swaps used for hedging	12	654	—	—	654	—	654	—	654
Interest rate caps	12	21	—	—	21	—	21	—	21
Other investments		—	—	3,501	3,501	—	—	3,501	3,501
		927	—	3,501	4,428				
Financial assets not measured at fair value									
Loans receivable from joint venture	13	—	60,229	—	60,229				
Trade and other receivables[1]	16	—	138,605	—	138,605				
Cash at bank and on hand	17	—	100,075	—	100,075				
Cash retained in the commercial pools	17	—	53,626	—	53,626				
		—	352,535	—	352,535				

[1] Excluding prepayments

		Carrying amount			Fair value			
(Restated)	Note	Fair value – hedging instruments US$'000	Other financial liabilities US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
At 31 December 2021								
Financial liabilities measured at fair value								
Interest rate swaps used for hedging	12	(327)	—	(327)	—	(327)	—	(327)
Financial liabilities not measured at fair value								
Bank borrowings	21	—	(1,112,912)	(1,112,912)				
Sale and leaseback liability (accounted for as financing transaction) and other lease liabilities	21	—	(77,692)	(77,692)				

26. Financial risk management (continued)

		Carrying amount			Fair value			
(Restated)	Note	Fair value – hedging instruments US$'000	Other financial liabilities US$'000	Total US$'000	Level 1 US$'000	Level 2 US$'000	Level 3 US$'000	Total US$'000
Loan from a related corporation	21	—	(18,750)	(18,750)				
Loan from non-related parties	21	—	(4,391)	(4,391)				
Trade payables	22	—	(94,931)	(94,931)				
		—	(1,308,676)	(1,308,676)				

(e) *Accounting classifications and fair values (continued)*

The Group has no Level 1 financial assets or liabilities as at 31 December 2023, 31 December 2022 and 31 December 2021.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. The Group uses a variety of methods and makes assumptions that are based on market conditions existing at each balance sheet date. The fair value of interest rate swaps is calculated as the present value of the estimated future cash flows based on observable yield curves. These valuation techniques maximise the use of observable market data where it is available and rely as little as possible on entity specific estimates. These financial instruments are included in Level 2, as all significant inputs required to fair value an instrument are observable. Other techniques, such as estimated discounted cash flows, are used to determine fair value for the remaining financial instruments.

If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3. The assessment of the fair value of investments in unquoted equity instruments is performed on a quarterly basis based on the latest available data that is reasonably available to the Group.

(f) *Measurement of fair values*

Valuation techniques and inputs used in Level 3 fair value measurements

The Group's investment in unquoted equity instruments measured at FVOCI using Level 3 fair value measurements were valued using market approach based on the Group's best estimate, which is determined by using information including but not limited to the pricing of recent rounds of financing of the investees and information generated from arm's-length market transactions involving identical or comparable assets or liabilities. The estimated fair value of the investments would either increase or decrease based on the latest available data that is reasonably available to the Group at each reporting date.

No sensitivity analysis is presented as the information used by the Group to determine the fair values of its investments are based on latest rounds of financing that have concluded and actual market transactions.

26. Financial risk management (continued)

Level 3 fair values

The following table shows a reconciliation from the opening balances to the closing balances of the Group's investment in unquoted equity instruments measured at FVOCI using Level 3 fair value measurements:

	2023 US$'000	2022 US$'000	2021 US$'000
Opening balance	**3,825**	3,501	—
Acquisition of equity investments at FVOCI	**10,408**	324	3,501
Equity investments at FVOCI – net change in fair value (unrealised)	**9,720**	—	—
Closing balance	**23,953**	3,825	3,501

There were no transfers between Levels 2 and 3 during the year.

(g) Offsetting financial assets and financial liabilities

The Group's financial assets and liabilities are not subjected to enforceable master netting arrangements or similar arrangements. Financial derivatives, financial assets and financial liabilities are presented separately on the consolidated balance sheet, without netting off of balances.

27. Holding corporations

In May 2022, following a series of equity shares placement to other shareholders, BW Group lost control over Hafnia Limited but remains the single largest shareholder of the Group. Since the loss of control, the Company does not have ultimate and immediate holding corporations. Previously, the Company's ultimate and immediate holding corporation was BW Group Limited, incorporated in Bermuda, which is wholly owned by Sohmen family interests.

28. Related party transactions

In addition to the related party information disclosed elsewhere in the consolidated financial statements, the following transactions took place between the Group and related parties during the financial year on commercial terms agreed by the parties:

	2023 US$'000	2022 US$'000	2021 US$'000
Purchase of services			
Support service fees paid/payable to a related corporation	**6,122**	5,791	4,877
Interest paid/payable to a related corporation	**—**	703	261
Rental paid/payable to a related corporation	**872**	699	853
Rendering of services			
Management fees received/receivable from related corporations	**657**	688	665

Related corporations refer to corporations controlled by Sohmen family interests.

Key management personnel is defined as the Company's CEO, Chief Financial Officer ("CFO"), certain members of the senior management team and board of directors.

28. Related party transactions (continued)

Key management personnel compensation

	2023 US$'000	2022 US$'000	2021 US$'000
Fixed			
Salary (annual) including pension	**3,031**	2,784	2,617
Customary benefits	**289**	287	232
Variable			
Cash bonus (paid in the financial year)	**6,374**	1,365	1,867
Retention bonus	**—**	—	1,700
Share-based compensation	**2,822**	1,760	2,336
Director's fees	**377**	370	370

With reference to Note 20, for LTIP 2023, the CEO has received 595,374 options (2022: 731,688, 2021: 1,357,632) and no RSUs (2022:182,922, 2021: Nil). The CFO has received 129,645 options (2022: 159,588, 2021: 296,112) and no RSUs (2022: 39,897, 2021: Nil). The CEO and CFO do not receive pension as part of the remuneration package. This is considered to be included in the fixed salary. Non-monetary benefits can include standard employment benefits such as newspaper, telephone, laptop and internet access.

29. Segment information

Operating segments are determined based on the reports submitted to the CODM to make strategic decisions.

The CODM previously considered the business to be organised into seven main operating segments. However, the CODM reconsidered the business to be organised into six main operating segments during the financial year ended 31 December 2023, following the disposal of the Group's Chemical-Stainless vessels. As such, the segment information has been retrospectively revised to reflect these six main operating segments:

(a) Long Range II ('LR2')

(b) Long Range I ('LR1')

(c) Medium Range ('MR')

(d) Handy size ('Handy')

(e) Chemical Stainless ('Chemical-Stainless')

(f) Specialised ('Specialised')

The operating segments are organised and managed according to the size of the product tanker vessels.

The LR2 segment consists of vessels between 85,000 DWT and 124,999 DWT in size and provides transportation of clean petroleum oil products.

The LR1 segment consists of vessels between 55,000 DWT and 84,999 DWT in size and provides transportation of clean and dirty petroleum products.

The MR segment consists of vessels between 40,000 DWT and 54,999 DWT in size and provides transportation of clean and dirty oil products, vegetable oil and easy chemicals; inclusive of IMO II vessels.

The Handy segment consists of vessels between 25,000 DWT and 39,999 DWT in size and provides transportation of clean and dirty oil products, vegetable oil and easy chemicals; inclusive of IMO II vessels.

29. Segment information (continued)

The Specialised segment consists of vessels between 5,000 DWT and 19,999 DWT in size.

The Group exited the Chemical-Stainless segment after disposing of its Chemical-Stainless vessels that were previously acquired through the acquisition of CTI.

Management assesses the performance of the operating segments based on operating profit before depreciation, impairment and gain on disposal of vessels ("Operating EBITDA"). This measurement basis excludes the effects of impairment charges and gain on disposal of vessels that are not expected to recur regularly in every financial period. Interest income and finance expenses, which result from the Group's capital and liquidity position that is centrally managed for the benefit of various activities, and general and administrative expenses are not allocated to segments.

During the financial year ended 31 December 2023, Hafnia changed the Handy Pool, MR Pool, LR1 Pool and LR2 Pool from the "agent-to-owner" model to the "disponent-owner" model as management believes it would lead to an increase in efficiency operationally and in accessing working capital facilities. Under the "disponent-owner" model, each pool participant enters into a time charter with the pool manager when entering their vessel into the pool; and the pool manager enters into contracts for the employment of the vessels in the pool arrangements in its own name.

Correspondingly, in these disponent-owner pool arrangements, the Group as the pool manager recognises the gross revenue and voyage expenses earned pertaining to its vessels placed in the pools as "Revenue (Hafnia Vessels and TC Vessels)" and "Voyage expenses (Hafnia Vessels and TC Vessels)" respectively; gross revenue and voyage expenses earned pertaining to the external vessels in the Disponent-Owner Pools recognised separately as "Revenue (External Vessels in Disponent-Owner Pools)" and "Voyage expenses (External Vessels in Disponent-Owner Pools)" respectively; and expenses relating to pool distributions to external pool participants in the Disponent-Owner Pools recognised separately as "pool distributions for External Vessels in Disponent-Owner Pools"; as reflected in the segment information for the financial year ended 31 December 2023.

	LR2 US$'000	LR1 US$'000	MR US$'000	Handy US$'000	Chemical-Stainless US$'000	Specialised US$'000	Total US$'000
2023							
Revenue (Hafnia Vessels and TC Vessels)	111,164	536,309	901,038	364,814	(226)	2,373	1,915,472
Revenue (External Vessels in Disponent-Owner Pools)[1]	55,221	288,512	283,857	128,644	—	—	756,234
Voyage expenses (Hafnia Vessels and TC Vessels)	(30,339)	(151,725)	(246,919)	(118,772)	(36)	(1,074)	(548,865)
Voyage expenses (External Vessels in Disponent-Owner Pools)[1]	(19,416)	(108,241)	(106,141)	(45,951)	—	—	(279,749)
Pool distributions for External Vessels in Disponent-Owner Pools[1]	(35,805)	(180,271)	(177,716)	(82,693)	—	—	(476,485)

29. Segment information (continued)

	LR2 US$'000	LR1 US$'000	MR US$'000	Handy US$'000	Chemical-Stainless US$'000	Specialised US$'000	Total US$'000
TCE Income#	80,825	384,584	654,119	246,042	(262)	1,299	1,366,607
Other operating income2	1,781	8,865	9,258	7,188	(705)	3,747	30,134
Vessel operating expenses	(15,267)	(66,884)	(125,393)	(61,211)	(109)	(5)	(268,869)
Technical management expenses	(1,656)	(7,109)	(11,711)	(5,216)	—	—	(25,692)
Charter hire expenses	—	(9,234)	(24,034)	(1)	—	(1,302)	(34,571)
Operating EBITDA	65,683	310,222	502,239	186,802	(1,076)	3,739	1,067,609
Depreciation charge	(13,743)	(58,099)	(104,808)	(32,784)	—	—	(209,434)
							858,175
Unallocated2							(58,649)
Profit before income tax							799,526

"TCE income" denotes "time charter equivalent income" which represents revenue from time charters and voyage charters less voyage expenses comprising primarily brokers' commission, fuel oil and port charges. TCE is a standard measure used in the shipping industry for reporting of income, providing improved comparability across different types of charters.

1 *"External Vessels in Disponent-Owner Pools" means vessels that are commercially managed by the Group in the Disponent-Owner Pool arrangements that are not Hafnia Vessels or TC Vessels. See Note 2.3(a) for details on the accounting for pool arrangements.*

2 *The unallocated amount consists of interest income and finance expenses, general and administrative expenses; and other operating income such as insurance claims which are not allocated to segments.*

	LR2 US$'000 (Restated)	LR1 US$'000 (Restated)	MR US$'000 (Restated)	Handy US$'000 (Restated)	Chemical-Stainless US$'000 (Restated)	Total US$'000 (Restated)
2022						
Revenue (Hafnia Vessels and TC Vessels)1	97,960	638,141	861,681	299,160	29,609	1,926,551
Voyage expenses (Hafnia Vessels and TC Vessels)1	(24,526)	(216,890)	(259,479)	(77,722)	(1,238)	(579,855)
TCE Income#	73,434	421,251	602,202	221,438	28,371	1,346,696
Other operating income2	516	9,815	13,250	5,357	516	29,454
Vessel operating expenses	(15,022)	(70,719)	(110,483)	(58,017)	(9,662)	(263,903)
Technical management expenses	(1,296)	(6,230)	(9,510)	(5,742)	(849)	(23,627)
Charter hire expenses	—	(13,605)	(19,549)	—	—	(33,154)
Operating EBITDA	57,632	340,512	475,910	163,036	18,376	1,055,466
Depreciation charge	(13,769)	(58,012)	(100,597)	(33,527)	(1,959)	(207,864)
						847,602
Unallocated2						(89,335)
Profit before income tax						758,267

"TCE income" denotes "time charter equivalent income" which represents revenue from time charters and voyage charters less voyage expenses comprising primarily brokers' commission, fuel oil and port charges. TCE is a standard measure used in the shipping industry for reporting of income, providing improved comparability across different types of charters.

29. Segment information (continued)

[1] *The comparative information is restated. See Note 31.*

[2] *The unallocated amount consists of interest income and finance expenses, general and administrative expenses; and other operating income such as insurance claims which are not allocated to segments.*

	LR2 US$'000 (Restated)	LR1 US$'000 (Restated)	MR US$'000 (Restated)	Handy US$'000 (Restated)	Total US$'000 (Restated)
2021					
Revenue (Hafnia Vessels and TC Vessels)[1]	54,540	220,881	335,532	89,452	700,405
Voyage expenses (Hafnia Vessels and TC Vessels)[1]	(3,331)	(117,701)	(135,725)	(40,713)	(297,470)
TCE Income[#]	51,209	103,180	199,807	48,739	402,935
Other operating income[2]	91	10,205	3,854	1,390	15,540
Vessel operating expenses	(13,705)	(54,305)	(95,937)	(28,512)	(192,459)
Technical management expenses	(1,141)	(4,461)	(7,838)	(2,574)	(16,014)
Charter hire expenses	—	(9,200)	(13,703)	—	(22,903)
Operating EBITDA	36,454	45,419	86,183	19,043	187,099
Depreciation charge	(13,762)	(39,579)	(82,143)	(14,940)	(150,424)
					36,675
Unallocated[2]					(87,778)
Loss before income tax					(51,103)

[#] *"TCE income" denotes "time charter equivalent income" which represents revenue from time charters and voyage charters less voyage expenses comprising primarily brokers' commission, fuel oil and port charges. TCE is a standard measure used in the shipping industry for reporting of income, providing improved comparability across different types of charters.*

[1] *The comparative information is restated. See Note 31.*

[2] *The unallocated amount consists of Interest income and finance expenses, general and administrative expenses; and other operating income such as insurance claims which are not allocated to segments.*

Geographical segments' revenue

The Group's vessels operate on an international platform with individual vessels calling at various ports across the globe. The Group does not consider the domicile of its customers as a relevant decision-making guideline, and hence does not consider it meaningful to allocate vessels and revenue to specific geographical locations.

Major customers

Revenues from the top five major customers (by grouping of legal entities known to the Group to be under common control) of the Group across all operating segments represents approximately US$870.0 million (2022: US$772.5 million, 2021: US$294.3 million) of the Group's total revenues. In the financial years ended 31 December 2022 and 2021, revenues from the top five major customers of the Group were presented by legal entities and represented approximately US$432.1 million and US$158.9 million respectively.

One of the Group's customers (by grouping of legal entities known to the Group to be under common control) represented 10% or more of the Group's revenues in each of the three years. Below is the segment information specific to that customer.

29. Segment information (continued)

	LR2 US$'000	LR1 US$'000	MR US$'000	Handy US$'000	Total US$'000	Percentage %
2023	18,712	181,099	108,107	2,479	310,397	11.6%
2022	11,697	162,019	102,833	7,189	283,738	14.7%
2021	—	53,401	26,588	1,340	81,329	11.6%

The Group plans to present information on the Group's major customers by grouping legal entities known to the Group to be under common control going forward.

30. Dividends paid

	2023 US$'000	2022 US$'000	2021 US$'000
Final dividend paid in respect of Q4 2022 of US$0.3157 (Q4 2021: US$Nil) per share	159,204	—	—
Interim dividend paid in respect of Q1 2023 of US$0.3044 (Q1 2022: US$0.0210) per share	154,078	10,499	—
Interim dividend paid in respect of Q2 2023 of US$0.2528 (Q2 2022: US$0.1862) per share	127,980	93,100	—
Interim dividend paid in respect of Q3 2023 of US$0.2032 (Q3 2022: US$0.2801) per share	102,874	140,149	—
	544,136	243,748	–

The directors declared a final dividend of US$0.2431 (2022: US$0.3157) per share or US$123.5 million (2022: US$159.2 million) for the financial year ended 31 December 2023.

The total interim dividends paid in FY2023 amounted to US$0.7595 (2022: US$0.4869) per share or US$384.9 million (2022: US$243.7 million).

Under the Bermuda Companies Act, dividends cannot be paid if there are reasonable grounds for believing that (a) the Group is, or would after the payment be, unable to pay its liabilities as they become due; or (b) the realisable value of the Group's assets would thereby be less than its liabilities.

The Group has acted in accordance with the provisions of the Bermuda Companies Act when declaring dividends.

31. Restatement of financial statements

The Group re-evaluated the accounting over certain terms within pool agreements, contracts, factoring agreements and other pool business and restated the financial years ended 31 December 2022 and 2021. As a result of taking a strict IFRS application, applied for the financial years ended 31 December 2022 and 2021, these financial statements have been restated to correct an error in the previously reported items: revenue, voyage expenses, loans receivable from pool participants, trade and other receivables, cash retained in the commercial pools, inventories and trade and other payables. As a result, the Group amended certain note disclosures in the financial statements.

These corrections do not affect Hafnia's TCE income, net profit, cash belonging to Hafnia, or equity for these years. The application of IFRS 15 and the Group's related accounting policies as they relate to the pooling arrangements require significant judgement.

31. Restatement of financial statements (continued)

In the financial year ended 31 December 2023, there is a further change to accounting for pool arrangements, as Hafnia moved from the "agent-to-owner" model to the "disponent-owner" model for certain pools.

The details of these adjustments and its related impact to the financial statements are as follows:

Consolidated statement of comprehensive income

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
For the financial year ended 31 December 2022			
Revenue (Hafnia Vessels and TC Vessels)	1,832,544	94,007	1,926,551
Voyage expenses (Hafnia Vessels and TC Vessels)	(485,848)	(94,007)	(579,855)

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
For the financial year ended 31 December 2021			
Revenue (Hafnia Vessels and TC Vessels)	811,217	(110,812)	700,405
Voyage expenses (Hafnia Vessels and TC Vessels)	(408,282)	110,812	(297,470)

Consolidated statement of financial position

	As previously reported US$' 000	Prior year adjustments US$' 000	As restated US$' 000
As at 31 December 2022			
Loans receivable from pool participants	45,998	(45,998)	—
Trade and other receivables	616,348	(113,239)	503,109
Cash retained in the commercial pools	—	105,885	105,885
Inventories	10,094	79,837	89,931
Others	3,246,414	—	3,246,414
Total assets	3,918,854	26,485	3,945,339
Trade and other payables	129,733	26,485	156,218
Others	1,780,117	—	1,780,117
Total liabilities	1,909,850	26,485	1,936,335

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
As at 31 December 2021			
Loans receivable from pool participants	34,865	(34,865)	—
Trade and other receivables	201,123	(53,231)	147,892
Cash retained in the commercial pools	—	53,626	53,626
Inventories	6,661	64,011	70,672
Others	2,268,301	—	2,268,301

31. Restatement of financial statements (continued)

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
Total assets	2,510,950	29,541	2,540,491
Trade and other payables	65,390	29,541	94,931
Others	1,333,548	—	1,333,548
Total liabilities	1,398,938	29,541	1,428,479

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
For the financial year ended 31 December 2022			
Cash flows from operating activities			
Changes in working capital:			
- inventories	(265)	(15,826)	(16,091)
- trade and other receivables	(319,944)	60,325	(259,619)
- trade and other payables	45,935	(3,061)	42,874
Net cash used in operating activities	(274,274)	41,438	(232,836)
Cash flows from investing activities			
Loan to pool participants	(10,812)	10,812	—
Net cash used in financing activities	(10,812)	10,812	—

	As previously reported US$'000	Prior year adjustments US$'000	As restated US$'000
For the financial year ended 31 December 2021			
Cash flows from operating activities			
Changes in working capital:			
- inventories	(1,433)	(33,538)	(34,971)
- trade and other receivables	(37,462)	16,541	(20,921)
- trade and other payables	(5,128)	5,591	463
Net cash used in operating activities	(44,023)	(11,406)	(55,429)
Cash flows from investing activities			
Loan to pool participants	(34,704)	34,704	—
Net cash used in financing activities	(34,704)	34,704	—

32. Events occurring after balance sheet date

In January 2024, the Group announced the set up of a new LR1 Panamax Pool with Mercuria as a pool partner. The Group expects to commence operations of the Panamax Pool in Q1 2024.

On 2 January 2024, the Company settled borrowed shares from BW Group by way of issuing 3,431,577 new ordinary shares. Following the issuance of the new ordinary shares, there are 510,251,747 issued shares in the Company, each with a nominal value of US$ 0.01, all of which have been validly and legally issued and fully paid.

On 2 January 2024, the Group exercised the purchase options on two IMO II - MR vessels, Hafnia Viridian and Hafnia Violette under the sale and lease-back arrangements with Jiangsu financial leasing Co Limited. This transaction was accounted for as an extinguishment of existing sales and leaseback-liabilities (accounted for as financing transaction).

On 2 February 2024, the Group exercised the purchase option on an IMO II - Handy vessel, Hafnia Alabaster under the sale and lease-back arrangement with CSSC (Hong Kong) Shipping Company Limited. This transaction was accounted for as an extinguishment of an existing sale and leaseback-liability (accounted for as financing transaction).

On 21 February 2024, the Group exercised the purchase option on an IMO II - Handy vessel, Hafnia Aragonite under the sale and lease-back arrangement with CSSC (Hong Kong) Shipping Company Limited. This transaction was accounted for as an extinguishment of an existing sale and leaseback-liability (accounted for as financing transaction).

On 28 February 2024, the Group through its Vista joint venture, took delivery of an LR2 vessel, Hafnia Lillesand.

On 4 March 2024, the Group exercised the purchase option on an IMO II - Handy vessel, Hafnia Achroite under the sale and lease-back arrangement with CSSC (Hong Kong) Shipping Company Limited. This transaction was accounted for as an extinguishment of an existing sale and leaseback-liability (accounted for as financing transaction).

HAFNIA LIMITED
AND ITS SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the financial year ended 31 December 2023

33. Listing of companies in the Group

Name of companies		Principal activities	Place of incorporation	Equity holding 2023 %	Equity holding 2022 %	Equity holding 2021 %
BW Aldrich Pte. Ltd.		Shipowning	Singapore	100	100	100
BW Clearwater Pte. Ltd.		Shipowning	Singapore	100	100	100
BW Causeway Pte. Ltd.		Dormant	Singapore	100	100	100
BW Fleet Management Pte. Ltd.		Ship-management	Singapore	100	100	100
BW Stanley Pte. Ltd.		Shipowning	Singapore	100	100	100
Hafnia Pools Pte. Ltd.		Chartering	Singapore	100	100	100
Komplementaranpartsselskabet Straits Tankers		Investment	Denmark	100	100	100
K/S Straits Tankers		Investment	Denmark	100	100	100
Straits Tankers Pte. Ltd.	*d*	Dormant	Singapore	—	—	100
BW Silvermine Pte. Ltd.		Dormant	Singapore	100	100	100
BW Pacific Management Pte. Ltd.		Agency office	Singapore	100	100	100
Hafnia Pte. Ltd.		Management company	Singapore	100	100	100
Hafnia Tankers Marshall Islands LLC		Investment	Marshall Islands	100	100	100
Hafnia Tankers Singapore Holding Pte Ltd		Investment	Singapore	100	100	100
Hafnia Tankers Singapore Sub-Holding Pte Ltd		Shipowning	Singapore	100	100	100
Hafnia Tankers ApS		Corporate support	Denmark	100	100	100
Hafnia Tankers Shipholding Beta Pte. Ltd.		Dormant	Singapore	100	100	100
Hafnia Tankers Shipholding Alpha Pte Ltd		Shipowning	Singapore	100	100	100
Hafnia One Pte. Ltd.		Shipowning	Singapore	100	100	100
Hafnia Tankers Singapore Pte Ltd		Investment	Singapore	100	100	100
Hafnia Tankers Shipholding Singapore Pte. Ltd.		Shipowning	Singapore	100	100	100
Hafnia Tankers Shipholding 2 Singapore Pte. Ltd.		Shipowning	Singapore	100	100	100
Hafnia Tankers Chartering Singapore Pte. Ltd.		Chartering	Singapore	100	100	100
Hafnia Tankers International Chartering Inc.		Chartering	Marshall Islands	100	100	100
Hafnia Tankers Services Singapore Pte. Ltd.		Ship-management	Singapore	100	100	100
Hafnia Management A/S	*f*	Ship-management	Denmark	—	—	40
Hafnia Bunkers ApS	*f*	Ship-management	Denmark	—	—	40
Hafnia Handy Pool Management ApS	*f*	Ship-management	Denmark	—	—	40
Hafnia MR Pool Management ApS	*f*	Ship-management	Denmark	—	—	40

33. Listing of companies in the Group (continued)

Name of companies		Principal activities	Place of incorporation	Equity holding 2023 %	Equity holding 2022 %	Equity holding 2021 %
Hafnia SARL		Corporate Support	Monaco	100	100	100
Hafnia Holding Limited	*a*	Investment	Bermuda	100	100	100
Hafnia Holding II Limited	*a*	Investment	Bermuda	100	100	100
Hafnia Middle East DMCC	*b*	Ship-management	UAE	100	100	—
Hafnia Chemical Tankers Pte. Ltd.	*b*	Shipowning	Singapore	100	100	—
Hafnia US, LLC		Investment	USA	100	—	—
Hafnia Tankers Singapore Gamma Pte Ltd		Dormant	Singapore	100	—	—
Hafnia Chem Shipholding Pte Ltd	*g*	Shipowning	Singapore	100	—	—
Vista Shipping Pte. Ltd.		Investment	Singapore	50	50	50
Vista Shipholding I Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding II Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding III Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding IV Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding V Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding VI Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding VII Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding VIII Pte. Ltd.		Shipowning	Singapore	50	50	50
Vista Shipholding IX Pte. Ltd.	*a*	Shipowning	Singapore	50	50	50
Vista Shipholding X Pte. Ltd.	*a*	Shipowning	Singapore	50	50	50
Vista Shipping HK Limited		Investment	Hong Kong	50	50	50
Vista Shipping US, LLC		Investment	United States	50	50	50
H&A Shipping Ltd	*c*	Investment	Marshall Islands	50	50	50
Yellow Star Shipping Ltd	*c*	Shipowning	Liberia	50	50	50
Green Stars Shipping Ltd	*c*	Shipowning	Liberia	50	50	50
Chemical Tankers Inc	*e*	Investment	Marshall Islands	100	100	—
Chemical Tankers ApS	*j*	Corporate Support	Denmark	—	100	—
Chemical Tankers SubHoldCo Inc	*e*	Investment	Marshall Islands	100	100	—
Chemical Tankers (A-Ships) Inc	*e*	Investment	Marshall Islands	100	100	—
Chemical Tankers 1 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 2 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 3 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 4 Inc	*e*	Shipowning	Marshall Islands	100	100	—

33. Listing of companies in the Group (continued)

Name of companies		Principal activities	Place of incorporation	Equity holding 2023 %	Equity holding 2022 %	Equity holding 2021 %
Chemical Tankers 5 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 6 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 7 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 8 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 9 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 10 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 11 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 12 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 13 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 14 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 15 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 16 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 17 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 18 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 19 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 20 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 21 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 22 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 23 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 24 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 25 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 26 Inc	*e*		Marshall			

33. Listing of companies in the Group (continued)

Name of companies		Principal activities	Place of incorporation	Equity holding 2023 %	Equity holding 2022 %	Equity holding 2021 %
		Shipowning	Islands	100	100	—
Chemical Tankers 27 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 28 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 29 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 30 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 31 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 32 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 35 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 36 Inc	*e*	Shipowning	Marshall Islands	100	100	—
Chemical Tankers 37 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 38 Inc	*e*	Dormant	Marshall Islands	100	100	—
Chemical Tankers 39 Inc	*e*	Dormant	Marshall Islands	100	100	—
Quintessential AI Limited	*h*	Software development	United Kingdom	26	—	—
Ecomar Shipholding S.A.S	*i*	Shipowning	France	50	—	—

(a) This company was registered in 2021.
(b) This company was registered in 2022.
(c) This company was incorporated as the result of the Group entering into a joint venture with Andromeda Shipping in 2021.
(d) This company was struck off on 27 January 2022.
(e) The acquisition of CTI was completed on 27 January 2022.
(f) This company has been dissolved after voluntary liquidation on 9 December 2022.
(g) This company was registered in 2023.
(h) This joint venture was formed on 17 March 2023.
(i) This company was incorporated as the result of the Group entering into a joint venture with SOCATRA on 17 June 2023.
(j) This company has been dissolved after voluntary liquidation on 20 June 2023.

Exhibit 4.2

SHARE LENDING AGREEMENT

This share lending agreement (the **"Agreement")** is entered into on 4 May 2022, by and between:

(1) BW Group Limited **("BW Group"** or the **"Lender");**

(2) Hafnia Limited (the **"Company");** and

(3) SEB Corporate Finance, Skandinaviska Enskilda Banken AB **("SEB").**

1 BACKGROUND

(A) BW Group currently owns 246,106,112 shares in the Company, representing 53.23% of the issued and outstanding shares in the Company.

(B) The Company has appointed SEB, Clarksons Platou Securities AS and Fearnley Securities AS as co-managers and joint bookrunners (together the **"Managers")** to advise on and effect a private placement (the **"Private Placement")** with gross proceeds of up to NOK equivalent of approximately USD 100 million. The Private Placement is expected to take place on or about 4 May 2022.

(C) According to the terms of application for the Private Placement (the **"Terms of Application"),** the allotted shares in the Private Placement will be delivered to the applicants in the Private Placement on or around 9 May 2022 (the **"Payment Date").** To facilitate prompt settlement and to allow the Managers to deliver already existing, tradable shares to the applicants who are allocated shares in the Private Placement, it has been agreed that the Lender will make available to SEB on behalf of the Managers existing shares in the Company on the terms and conditions set out in this Agreement.

2 SHARE LENDING

In order to facilitate the agreed settlement of the Private Placement, the Lender hereby grants SEB, on behalf of the Managers, an irrevocable option (the **"Lending Option"),** conditional upon the Company's board of directors resolving to allocate and issue shares in the Private Placement, to borrow up to a total number of existing shares of the Company from the Lender equal to the number of shares to be issued in the Private Placement pursuant to the board of directors' decision (the **"Borrowed Shares").**

The transfer and delivery of the Borrowed Shares from the Lender to SEB shall be deemed to be a loan of the Borrowed Shares, and shall not be, or be construed as, a sale and purchase of the Borrowed Shares. The borrowing of the Borrowed Shares shall be registered as share lending in the VPS. SEB undertakes to compensate the Lender for any distributions (of any kind), issue of preferential rights, etc., distributed on the Borrowed Shares and actually received by SEB during the lending period.

The Managers shall deliver the Borrowed Shares to the applicants who have been allocated and paid for shares in the Private Placement, other than the Lender. The Borrowed Shares shall not be used by the Managers for any purpose other than to facilitate timely settlement of shares against payment in the Private Placement.

3 DELIVERY

By signing this Agreement, and with effect from the time (and subject to) the Company having formally resolved to issue a number of new shares in the Private Placement (the **"New Shares")** which is equal to or exceeds the total number of Borrowed Shares, the Lender gives SEB (on behalf of the Managers)

the power to execute the Lending Optionand shall transfer the Borrowed Shares to the Managers' VPS accounts as instructed by the Manager.

4 REDELIVERY

The Managers may not transfer any Borrowed Shares to an applicant in the Private Placement before such applicant has paid the full subscription amount to the Managers. Further, the Managers may never transfer more Borrowed Shares to an applicant than such applicant has applied for and been allocated in the Private Placement.

Upon receipt of the full proceeds from the Private Placement, the Company shall, without undue delay thereafter, ensure issuance of the New Shares in VPS and instruct its VPS account manager to deliver them to SEB as full discharge of the Company's obligations to deliver New Shares towards the applicants under the Terms of Application.

As soon as reasonably possible upon, and subject to, receipt of the New Shares, SEB shall transfer a number of New Shares that equals the number of Borrowed Shares borrowed from the Lender to the Lender's VPS account, as full and final settlement of the Managers' obligation to re-deliver the Borrowed Shares. Further, SEB shall at the same time transfer to the Lender's VPS account the number of New Shares allocated to the Lender in the Private Placement.

For the avoidance of doubt, SEB shall under no circumstance be obliged to deliver any shares to the Lender until the business day following the date when the Company has issued the New Shares to SEB, and in any case not unless and until it has actually received such number of New Shares from the Company corresponding to the number of Borrowed Shares.

5 COMPENSATION

The Managers shall not be required to pay any consideration or post any collateral in connection with this Agreement or the borrowing of the Borrowed Shares.

As consideration for the loan of the Borrowed Shares to the Managers, the Lender shall receive a fee from the Company of 0.40% per cent per annum from the date the Borrowed Shares are transferred to the Managers' VPS accounts until the date that the New Shares that equals the number of Borrowed Shares are received in the Lender's VPS account, calculated on the total number of Borrowed Shares multiplied by the closing market price of the Company's shares on a daily basis. The fee is payable by the Company after the New Shares that equals the number of Borrowed Shares are received in the Lender's VPS account.

6 REPRESENTATION, WARRANTIES AND UNDERTAKINGS

6.1 The Lender

The Lender hereby represents, warrants and undertakes to SEB and the Company that:

(i) it is duly authorised and empowered to perform its duties and obligations under this Agreement;

(ii) it has valid title to the Borrowed Shares to be lent by it under this Agreement and the legal right and power to lend, and deliver such Borrowed Shares in accordance with the terms of this Agreement;

(iii) the Borrowed Shares will be delivered by the Lender to the Managers, at the Managers' direction free and clear of any security interest, claims, liens, equities and other encumbrances; and

(iv) it will not sell any of the Borrowed Shares lent by it under this Agreement while the shares are being borrowed by the Managers.

6.2 The Company

The Company hereby represents, warrants and undertakes to SEB and the Lender that:

(i) it is duly authorised and empowered to perform its duties and obligations under this Agreement; and

(ii) the New Shares when so delivered will be validly issued, fully paid, and in all respects have equal rights to those of all other issued shares of the Company.

6.3 SEB

SEB hereby represents and warrants, and undertakes to the Company and the Lender, that:

(i) it is duly authorised and empowered to perform its duties and obligations under this Agreement;

(ii) it is not restricted under the terms of its constitution or in any other manner from borrowing the Borrowed Shares in accordance with this Agreement or from otherwise performing its obligations hereunder.

7 MISCELLANEOUS

7.1 Liability and indemnity

For the avoidance of doubt, SEB shall not be liable for any losses, claims, damages, costs, charges, expenses or liabilities suffered as a result of the failure of delivery of shares to the Lender due to the Company not issuing a sufficient number of New Shares or any New Shares at all, or due to breach by any party other than SEB of obligations under this Agreement or any other agreement governing the Private Placement.

7.2 Governing law and dispute resolution

The Agreement is governed by and shall be construed in accordance with Norwegian law.

The Parties submit to the exclusive jurisdiction of the Norwegian courts for all purposes relating to this Agreement, with Oslo District Court as exclusive legal venue.

[signature page follows]

[signature page for share lending agreement]

4 May 2022

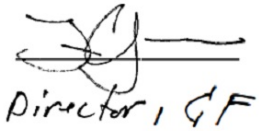
BW Group Limited

/s/ Nicholas Fell
General Counsel & EVP

Hafnia Limited

/s/ Petrus Wouter Van Echtelt

Skandinaviska Enskilda Banken AB



Private & Confidential

Execution Version

Dated 24 September 2019

HAFNIA TANKERS SHIPHOLDING SINGAPORE PTE. LTD.
HAFNIA TANKERS SHIPHOLDING ALPHA PTE. LTD.
HAFNIA TANKERS SHIPHOLDING DENMARK 1 APS
HAFNIA TANKERS SINGAPORE SUB-HOLDING PTE. LTD.
as Borrowers

guaranteed by
HAFNIA LIMITED

with

ING BANK N.V., SINGAPORE BRANCH
as Facility Co-ordinator

NORDEA BANK ABP SINGAPORE BRANCH
as Agent

NORDEA BANK ABP SINGAPORE BRANCH
as Security Agent

ING BANK, A BRANCH OF ING-DIBA AG, STANDARD CHARTERED BANK (SINGAPORE) LIMITED, CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK AND OVERSEA-CHINESE BANKING CORPORATION LIMITED as mandated lead arrangers

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN
as Lenders

and

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN
as Hedging Providers

FACILITY AGREEMENT
Up to $472,850,000 senior secured term loan and revolving credit facility

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THIS AGREEMENT is dated 24 September 2019 and made between:

(A) **THE ENTITIES** listed in Schedule 1 as borrowers (the **Borrowers**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **ING BANK N.V., SINGAPORE BRANCH** as facility co-ordinator (the **Facility Co-ordinator**);

(D) **NORDEA BANK ABP SINGAPORE BRANCH** as agent of the other Finance Parties (the **Agent**);

(E) **NORDEA BANK ABP SINGAPORE BRANCH** as security agent of the Finance Parties (the **Security Agent**);

(F) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as original lenders (the **Original Lenders**);

(G) **ING BANK, A BRANCH OF ING-DIBA AG, STANDARD CHARTERED BANK (SINGAPORE) LIMITED, CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK AND OVERSEA-CHINESE BANKING CORPORATION LIMITED** as mandated lead arrangers (whether acting individually or together the **Arrangers**); and

(H) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as hedging providers (the **Hedging Providers**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrowers.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as such under the Finance Documents.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order) or any similar laws enacted in or by the United States, the European Union or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Lorentzen & Stemoco, Clarksons Valuations, Drewry Maritime Advisors, Braemar Seascope Limited, Maersk Broker and Arrow Sale & Purchase (UK) Limited and such other independent reputable brokers nominated by the Borrowers and approved in writing by the Agent (acting on the instructions of the Majority Lenders).

Approved Classification Society means DNV GL, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrowers and approved in writing by the Agent (acting on the instructions of the Majority Lenders) and, in relation to each Ship on the Utilisation Date in relation to the Term Loan, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man, United Kingdom, Malta, Denmark (DIS) or such other jurisdiction as may be requested by the Borrowers and approved in writing by the Agent (acting on the instructions of all Lenders with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pte. Ltd., Hafnia Pools Pte. Ltd., Straits Tankers Pte. Ltd. (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrowers involved in the commercial management of LR2, LR1, MR or handy tankers as commercial managers; and

(b) BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., MMS Co., Ltd., and Wallem GmbH & Co. KG as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrowers and approved in writing by the Agent (acting on the instructions of the Majority Lenders) as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Asset Cover is as defined in clause 7.17 (*Sale*).

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrowers.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time.

Basel II Accord means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in any Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm, Copenhagen, Frankfurt, London and Singapore and, with respect to any payments to be made hereunder, New York.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Suite 400, 22 Church Street, HM 1189, Hamilton HM EX, Bermuda.

Change of Control Event means that:

(a) the interests of Mrs Anna Sohmen, her immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Interests**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3, Part 3, paragraph 2(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Code means the US Internal Revenue Code of 1986.

Commitment means, in relation to a Lender, its Term Loan Facility Commitment or Revolving Credit Facility Commitment and **Commitments** means all of them.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*) or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Facilities of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers;

(b) any shareholders of the Parent; or

(c) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 42 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

In addition, any rates or other information in relation to funding costs provided by an individual Reference Bank in relation to the calculation of a Reference Bank Rate shall be confidential.

Confirmation shall have, in relation to any Hedging Transaction, the meaning given to it in the relevant Hedging Master Agreement.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Danish Capital Markets Act means consolidated act no. 459 of 24 April 2019 on capital markets (in Danish: kapitalmarkedsloven) as amended and supplemented from time to time.

Danish Security Agreement means, in relation to a Ship or a Substitute Ship flagged in Denmark, an agreement in relation to such Ship or Substitute Ship executed by the relevant Borrower, in favour of the Finance Parties (represented by the Security Agent) and the Security Agent in the agreed form.

Deed of Covenant means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is in account current form, a first deed of covenant in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the relevant Borrower in favour of the Security Agent in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 28 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Disposal Repayment Date (Total Loss) means, in relation to a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date.

Disposal Repayment Date (Sale) means, in relation to a sale of a Mortgaged Ship by the relevant Borrower (other than a sale or transfer of any Mortgaged Ship from Hafnia Denmark to Hafnia Sub-Holding or Hafnia Tankers ApS (once it succeeds Hafnia Denmark as a Borrower) to Hafnia Sub-Holding as permitted by, and in accordance with, clause 30.8 (*Sale of Mortgaged Ships*)), the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*).

Facility Office means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement; and

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully paid and discharged.

Facilities means the Term Loan Facility and the Revolving Credit Facility made available under this Agreement as described in clause 2 (*The Facilities*) and **Facility** means either of them.

Fair Market Value means, in respect of any Ship, the average of the valuations, determined in accordance with clause 25 (*Minimum security value*) or, for the purposes of clause 5.7, as required under clause 4 (*Conditions of Utilisation*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "pass thru payment" described in section 1471(d)(7) of the Code not falling within (a) above, the first date from which a payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means any letter between the Arrangers or the Lenders or the Facility Co- ordinator and the Borrowers or the Agent and the Borrowers setting out any of the fees referred to in clause 11 (*Fees*).

Final Repayment Date means subject to clauses 35.12 and 35.13 (*Business Days*), the 27th Quarter Date after the First Repayment Date.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, the Hedging Contracts, any Hedging Master Agreement, any Transfer Certificate, any Release Notice and any other document designated as such by the Agent and the Borrowers.

Finance Party means the Agent, the Security Agent, any Arranger, any Hedging Provider or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP;

(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

First Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, in relation to the Term Loan Facility, the first Quarter Date after the first Utilisation Date, or if there is less than forty five (45) days between the first Utilisation Date and the first Quarter Date, the next Quarter Date thereafter.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Lenders or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the relevant Borrower, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

General Assignment means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is not in account current form, a first general assignment in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the relevant Borrower in favour of the Security Agent in the agreed form.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrowers) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hafnia Denmark means Hafnia Tankers Shipholding Denmark 1 ApS.

Hafnia Sub-Holding means Hafnia Tankers Singapore Sub-Holding Pte. Ltd.

Hafnia Tankers means Hafnia Tankers Limited.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

Hedging Contract means any Hedging Transaction in connection with the Facilities between one or more of the Borrowers and any Hedging Provider pursuant to any Hedging Master Agreement and includes the Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means all of them.

Hedging Master Agreements means the agreements made or (as the context may require) to be made between the Borrowers and a Hedging Provider each comprising a 2002 ISDA Master Agreement and Schedule thereto in the agreed form and **Hedging Master Agreement** means any of them.

Hedging Transaction has, in relation to any Hedging Master Agreement, the meaning given to the term "**Transaction**" in that Hedging Master Agreement.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or General Assignment or in another approved form.

Insurance Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Security Agent in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the relevant Borrower (as owner) or the joint names of the relevant Borrower (as owner) and any other person in respect of or in connection with such Ship and/or the relevant Borrower's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interbank Market means the London interbank market.

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.3 to 8.5 (*Default interest*).

Interpolated Screen Rate means, in relation to LIBOR for any Loan or any part of it or any Unpaid Sum, the rate which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period of that Loan (or the relevant part of it) or the relevant Unpaid Sum; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period for that Loan (or the relevant part of it) of the relevant Unpaid Sum,

each as of 11:00 a.m. (London time) on the Quotation Day.

IPO Event means the listing of the shares of the Parent on the Oslo Stock Exchange or any other equivalent stock exchange following an initial public offering.

Last Availability Date means:

(a) in relation to the Term Loan Facility, 31 October 2019; and

(b) in relation to the Revolving Credit Facility, the date falling three (3) months prior to the Final Repayment Date.

Legal Opinion means any legal opinion delivered to the Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the Original Lenders; and

(b) any lender which has become a Party as a lender in accordance with clause 29 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement, and **Lenders** means all of them.

LIBOR means, in relation to any Loan or any part of it or any Unpaid Sum:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for the relevant Interest Period, the Interpolated Screen Rate for that Loan (or the relevant part of it) or that Unpaid Sum; or

(c) if:

(i) no Screen Rate is available for dollars for the relevant Interest Period; or

(ii) no Screen Rate is available for the relevant Interest Period and it is not possible to calculate an Interpolated Screen Rate for that Loan (or the relevant part of it) or that Unpaid Sum,

the Reference Bank Rate,

as of 11:00 a.m. (London time) on the Quotation Day for the offering of deposits in dollars for a period comparable to the Interest Period for that Loan or relevant part of it or Unpaid Sum and, if that rate is less than zero, LIBOR shall be deemed to be zero.

Loan Period means the period from the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents (excluding the Hedging Contracts) has been fully paid and discharged.

Loans mean the Term Loan and each Revolving Credit Facility Loan and **Loan** means any of them.

London Business Days means a day or days (other than a Saturday or Sunday) on which banks are open for general business in London.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or General Assignment or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Majority Lenders means:

(a) if no Loans are then outstanding, a Lender or Lenders whose Commitments aggregate more than 66⅔% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitments immediately prior to the reduction); or

(b) at any other time, a Lender or Lenders whose participations in the Loans aggregate more than 66⅔% of the aggregate Loans.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means 1.60% per annum.

Material Adverse Effect means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole; or

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Merger means any merger or consolidation between Hafnia Tankers ApS and Hafnia Denmark with Hafnia Tankers ApS being the surviving entity and the subsequent liquidation of Hafnia Tankers ApS with liquidation proceeds distributed to Hafnia Sub-Holding.

Minimum Value means, at any time, the amount in dollars which is at that time equal to one hundred and twenty five per cent (125%) of X where X equals:

the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility minus:

(a) the amount of the mandatory prepayment applied or to be applied under clauses 7.18 to 7.19 (*Total Loss*) as a result of any Mortgaged Ship which has become a Total Loss but whose Disposal Repayment Date (Total Loss) has not then occurred; and

(b) in the context of clause 25.12 (*Security shortfall*) only, the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Minimum Value Relating to Sale is as defined in clause 7.17 (*Sale*).

Mortgage means, in relation to a Ship or a Substitute Ship, a first mortgage of such Ship or Substitute Ship in the agreed form by the relevant Borrower (as owner) in favour of the Security Agent (it being understood that the Mortgage in respect of any Ship flagged in Denmark shall be constituted by the relevant VID as supplemented and amended from time to time and the relevant Danish Security Agreement as supplemented and amended from time to time).

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship or Substitute Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship or Substitute Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 29 (*Changes to the Lenders*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*); and

(b) if applicable, any Insurance Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means each Borrower and the Parent (and any other person specified as an 'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent and Hafnia Tankers for its financial year ended 2018 (or, when issued, and for the duration of the Facility Period thereafter, the audited consolidated financial statements of the Parent for its financial year 2019); and

(b) the audited consolidated financial statements of each of the Borrowers for its financial year ended 2018.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Share Security in relation to each Relevant Borrower;

(b) the Mortgages over each of the Ships (including the relevant VID and the relevant Danish Security Agreement);

(c) the Deeds of Covenant in relation to the relevant Ships; and

(d) the General Assignments in relation to the relevant Ships.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements) to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

    (i) from performing its payment obligations under the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements); or

    (ii) from communicating with other Parties in accordance with the terms of the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements),

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (*Repairer's Lien*);

(b) any lien on the Ship for master's, officer's or crew's wages and masters disbursements outstanding in the ordinary course of its trading; and

(c) any lien on the Ship for salvage,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien; or

(c) is approved by the Majority Lenders.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Pool Agreement means a pooling arrangement pursuant to a pool management agreement or similar.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published in June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

Quotation Day means, in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Reference Banks means, in relation to LIBOR, each Lender (except BNP Paribas, Standard Chartered Bank (Singapore) Limited and Danish Ship Finance A/S) or such other banks as may be appointed by the Agent in consultation with the Borrowers in the event that a Lender does not wish to act as a Reference Bank.

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks as the rate at which the relevant Reference Bank could borrow funds in the Interbank Market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Borrower's (as owner) title to such Ship and the relevant Mortgage under the laws of its Flag State.

Release Notice is as defined in clause 30.7 (*Changes to the Obligors*).

Relevant Borrower means Hafnia Tankers Shipholding Singapore Pte. Ltd., Hafnia Tankers Shipholding Alpha Pte. Ltd. and Hafnia Sub-Holding.

Relevant Date is as defined in clause 30.7 (*Changes to the Obligors*).

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Party is as defined in clause 30.7 (*Changes to the Obligors*).

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days*):

(a) the First Repayment Date;

(b) each of the Quarter Dates after the First Repayment Date up to but not including the Final Repayment Date; and

(c) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.33, 18.36 to 18.37, 18.40, 18.42 (a) and (b) and 18.44.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that any Finance Party would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Revolving Credit Facility means the revolving credit facility made available by the Lenders under this Agreement as described in clause 2 (*The Facilities*).

Revolving Credit Facility Commitment means:

(a) in relation to an Original Lender, the amount set out under its name under the heading “Revolving Credit Facility Commitment” in Schedule 1 (*The original parties*) and the amount of any other Revolving Credit Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Revolving Credit Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Revolving Credit Facility Loan means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan.

Rollover Loan means a Revolving Credit Facility Loan:

(a) made or to be made on the same day that a maturing Revolving Credit Facility Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Facility Loan; and

(c) made or to be made for the purpose of refinancing the maturing Revolving Credit Facility Loan.

Sanctions means any applicable (to Obligors and/or any Relevant Person and/or Finance Party as the context provides) trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means the United Nations, the European Union, the United States of America, Germany, Norway, France, Denmark, the Netherlands, Sweden, the United Kingdom, the Republic of Singapore, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and Her Majesty's Treasury, the Monetary Authority of Singapore, the French Republic and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrowers and the Lenders.

Security Agent includes any person as may be appointed as such under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed in favour of the Security Agent to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Security Agent provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Share Security means, in relation to each Relevant Borrower, the document constituting a first Security Interest by the relevant Shareholder in favour of the Security Agent in the agreed form in respect of all of the shares in such Borrower.

Shareholders means:

(a) in relation to Hafnia Tankers Shipholding Singapore Pte. Ltd., Hafnia Tankers Singapore Pte. Ltd., a company incorporated in Singapore with registration no. 201435375C;

(b) in relation to Hafnia Tankers Shipholding Alpha Pte. Ltd., Hafnia Tankers Singapore Holding Pte. Ltd., a company incorporated in Singapore with registration no. 201735739D;

(c) in relation to Hafnia Sub-Holding, Hafnia Tankers Singapore Holding Pte. Ltd., a company incorporated in Singapore with registration no. 201735739D,

and **Shareholder** means any of them.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clause 18.41 (*Ship status*).

Ships means each of the ships described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Substitute Ship is defined in clause 25.15 (*Substitution of a Mortgaged Ship*).

Suspended Undrawn Revolving Credit Facility is defined in clause 7.15(b)(i) (*Sale*).

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Term Loan means the loan made or to be made under the Term Loan Facility or the principal amount outstanding for the time being of that loan.

Term Loan Facility means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facilities*).

Term Loan Facility Commitment means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Term Loan Facility Commitment" in Schedule 1 (*The original parties*) and the amount of any other Term Loan Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Term Loan Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Total Commitments means the aggregate of the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments, being four hundred and sixty six million seven hundred thousand dollars ($466,700,000) at the date of this Agreement.

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a "**Compulsory Acquisition**") (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Borrower (as owner) or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Borrower (as owner) or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss and where the Ship's Insurances are subject to English law, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date ninety (90) days after its Total Loss Date; and

(b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Total Revolving Credit Facility Commitments means, at any relevant time, the aggregate of the Revolving Credit Facility Commitments, being sixty million dollars ($60,000,000) at the date of this Agreement.

Total Term Loan Facility Commitments means, at any relevant time, the aggregate of the Term Loan Facility Commitments, being four hundred and six million seven hundred thousand dollars ($406,700,000) as at the date of this Agreement.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrowers.

Transfer Date means, in relation to an assignment, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Trust Property means, collectively:

(a) all moneys duly received by the Security Agent under or in respect of the Finance Documents;

(b) the Security Interests, guarantees, security, powers and rights given to the Security Agent under and pursuant to the Finance Documents including, without limitation, the covenants given to the Security Agent in respect of all obligations of any Obligor;

(c) all assets paid or transferred to or vested in the Security Agent or its agent or received or recovered by the Security Agent or its agent in connection with any of the Finance Documents whether from any Obligor or any other person; and

(d) all or any part of any rights, benefits, interests and other assets at any time representing or deriving from any of the above, including all income and other sums at any time received or receivable by the Security Agent or its agent in respect of the same (or any part thereof).

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means (to the extent that the United Kingdom is not an EEA Member Country which has implemented, or implements, Article 55 BRRD) Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of a Loan.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere; and

(c) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Vessel's Portion (Sale) is as defined in clause 7.17 (*Sale*).

Vessel's Portion (Total Loss) is as defined in clause 7.19 (*Total Loss*).

VID means, in relation to a Ship or a Substitute Ship, the vessel indemnity deed executed by the relevant Borrower in relation to that Ship flagged in Denmark.

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any UK Bail-In Legislation:

(i) any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that UK Bail-In Legislation.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Singapore time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form;

(ii) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrowers as the form in which that Finance Document is to be executed or another form approved at the request of the Borrowers;

(g) **approved by the Majority Lenders or approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise approved means approved in writing by the Agent (on such conditions as the Agent may impose) and **approval** and **approve** shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(k) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(C) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(l) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(m) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(n) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the Singapore foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);

(o) a **government entity** means any government, state or agency of a state;

(p) a **group of Lenders** includes all the Lenders;

(q) a **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(r) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(s) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and

(ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month

and the above rules in paragraphs (i) to (ii) will only apply to the last month of any period;

(t) an **obligation** means any duty, obligation or liability of any kind;

(u) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(v) **pay** or **repay** in clause 27 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(w) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(x) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(y) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(z) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(aa) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(bb) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries;

(cc) the usage of the term **Sanctions** only applies, in relation to any Finance Party that is situated in the European Union, the extent that the usage of any such term in any particular provision of any Transaction Document does not result in any violation conflict with EU Regulation (EC) 2271/96 (including as implemented in the state of incorporation of that Finance Party or in the jurisdiction in which a Lender's Facility Office is located) or section 7 of the German Foreign and Trade Payments Ordinance (Außenwirtschaftsverordnung) or any other similar anti-boycott law applicable to that Finance Party (without in any way limiting the applicability or effectiveness of any applicable provision as between the other Finance Parties and the Borrowers). In connection with any waiver, determination or direction relating to any provisions which do not apply for the benefit of a Lender (a **Restricted Lender**) by virtue of the foregoing sentence (but, for the avoidance of doubt, not with respect to any other provisions which do apply for the benefit of a Restricted Lender), the Parties agree that (if a Commitment is then outstanding) the Commitment or (at any other time) the participation in the Commitment of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Majority Lenders has been made. The Parties agree that this Clause may not be amended without the prior written consent of any Restricted Lender;

(dd) a provision of law is a reference to that provision as amended or re-enacted; and

(ee) a person includes its successors in title, permitted assignees or transferees.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied (prior to the Finance Parties taking any action under clause 28.43(a) to 28.43(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

Third party rights

1.8 Unless expressly provided to the contrary in a Finance Document for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.9 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.10 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

Finance Documents

1.11 Where any other Finance Document provides that this clause 1.11 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.12 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Facilities

The Facilities

2.1 Subject to the terms of this Agreement:

(a) the Lenders make available to the Borrowers a USD term loan facility in an aggregate amount equal to the Total Term Loan Facility Commitments; and

(b) the Lenders make available to the Borrowers a USD revolving credit facility in an aggregate amount equal to the Total Revolving Credit Facility Commitments.

Finance Parties' rights and obligations

2.2 The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

2.3 The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with clause 2.4 below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of any Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in any Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

2.4 A Finance Party may, except as specifically provided in the Finance Documents (including clauses 31.84 and 31.85 (*All enforcement action through the Security Agent*)) and clauses 32.2 and 32.3 (*Finance Parties acting together*), separately enforce its rights under or in connection with the Finance Documents.

Borrowers' rights and obligations

2.5 The obligations of each Borrower under this Agreement are joint and several. Failure by a Borrower to perform its obligations under this Agreement shall constitute a failure by all of the Borrowers.

2.6 Each Borrower irrevocably and unconditionally jointly and severally with each other Borrower:

(i) agrees that it is responsible for the performance of the obligations of each other Borrower under this Agreement;

(ii) acknowledges and agrees that it is a principal and original debtor in respect of all amounts due from the Borrowers under this Agreement; and

(iii) agrees with each Finance Party that, if any obligation of another Borrower under this Agreement is or becomes unenforceable, invalid or illegal for any reason it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any and all Losses it incurs as a result of another Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by that other Borrower under this Agreement. The amount payable under this indemnity shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

2.7 The obligations of each Borrower under the Finance Documents shall continue until all amounts which may be or become payable by the Borrowers under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

2.8 If any discharge, release or arrangement (whether in respect of the obligations of a Borrower or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Borrowers under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.9 The obligations of each Borrower under the Finance Documents shall not be affected by an act, omission, matter or thing which, but for this clause (whether or not known to it or any Finance Party), would reduce, release or prejudice any of its obligations under the Finance Documents including:

(i) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(ii) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;

(vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(vii) any insolvency or similar proceedings.

2.10 Each Borrower waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Borrower under any Finance Document. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

2.11 After cancellation of the Total Commitments in accordance with clause 7.1 (*Illegality*) or the giving of notice under paragraph (a) of clause 28.43 (*Acceleration*), then, until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably and unconditionally paid or discharged in full, each Finance Party (or any trustee or agent on its behalf) may:

(i) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Borrower will be entitled to the benefit of the same; and

(ii) hold in an interest-bearing suspense account any money received from any Borrower or on account of any Borrower's liability under any Finance Document.

2.12 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs (on such terms as it may require), no Borrower shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

(i) to be indemnified by another Obligor;

(ii) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under the Finance Documents;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which that Borrower is liable under this Agreement or any of the other Finance Documents;

(v) to exercise any right of set-off against any other Obligor; and/or

(vi) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

If a Borrower receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 35 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

3 Purpose

Purpose

3.1 The Borrowers shall apply all amounts borrowed under the Facilities in accordance with this clause 3.

Term Loan Facility

3.2 The Term Loan Facility shall be made available solely for the purpose of assisting the Borrowers to refinance the acquisition cost of the Ships.

Revolving Credit Facility

3.3 The Revolving Credit Facility may be used to refinance the acquisition cost of the Ships.

Monitoring

3.4 No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent to signing

4.1 On or prior to the date of this Agreement, the Borrowers shall provide to the Agent all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to signing*) in form and substance satisfactory to the Agent.

Conditions precedent to the delivery of the first Utilisation Request

4.2 The Borrowers may not deliver the first Utilisation Request until the Agent has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent to the delivery of a Utilisation Request*) in form and substance satisfactory to the Agent.

Ship and security conditions precedent

4.3 The first Utilisation shall only become available for borrowing under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Parts 1, 2 and 3 of Schedule 3 in relation to each Ship and each Borrower in form and substance satisfactory to the Agent.

Conditions subsequent

4.4 The Agent, or its duly authorised representative, shall receive within the period set out therein, the documents and evidence specified in Part 4 of Schedule 3 (*Conditions subsequent*) in form and substance satisfactory to the Agent, provided that in the case of the legal opinions set out in Part 4 of Schedule 3 (*Conditions subsequent*) and the issued opinion from insurance consultants set out in Part 4 of Schedule 3 (*Conditions subsequent*), the Agent and the Lenders acknowledge that delivery of such opinions is not within the direct control of the Borrowers and, subject always to the Obligors using all reasonable efforts to assist the Agent to procure the delivery of the same by the deadline date specified therefor, the Lenders shall instruct the Agent to, and upon receipt of such instructions, the Agent shall, extend such deadline date if required to avoid any Event of Default.

Notice to Lenders

4.5 The Agent shall notify the Lenders and the Borrowers promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.6 The Lenders will only be obliged to comply with clauses 5.11 to 5.14 (*Lenders' participation*) if, on the date of the Utilisation Request (except in relation to a Rollover Loan) and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed utilisation of the relevant Revolving Credit Facility Loan;

(b) in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation;

(c) in all such cases, all of the Repeating Representations are true in all material respects; and

(d) in the case of the first Utilisation, all of the other representations set out in clause 18 (*Representations*) are true in all material respects.

Maximum number of Revolving Credit Facility Loans

4.7 The Borrowers may not deliver a Utilisation Request in the case of the Revolving Credit Facility if, as a result of the proposed Utilisation, more than ten (10) Revolving Credit Facility Loans would be outstanding.

Waiver of conditions precedent

4.8 The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of all Lenders.

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrowers may utilise the Term Loan Facility or the Revolving Credit Facility (other than in respect of any Rollover Loan utilised pursuant to clauses 5.15 to 5.16 below) by delivery to the Agent of a duly completed Utilisation Request not later than three (3) Business Days before the proposed Utilisation Date or such shorter period as the Agent (on the instructions of all the Lenders) may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the applicable Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.6 to 5.10 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Loan to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 The Term Loan Facility may only be borrowed in a single Utilisation.

5.4 In relation to the Revolving Credit Facility, only one Revolving Credit Facility Loan may be requested in each Utilisation Request.

5.5 The initial Utilisation under the Revolving Credit Facility may only occur on or after the date of the Utilisation under the Term Loan Facility.

Currency and amount

5.6 The currency specified in a Utilisation Request must be dollars.

5.7 The aggregate amount of (a) the Loan(s) to be advanced on the first Utilisation Date and (b) any undrawn part of the Revolving Credit Facility immediately following the first Utilisation Date, shall not exceed the lesser of (i) the Total Commitments at the date of this Agreement and (ii) the amount in dollars which is equal to 65% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under part 2 of Schedule 3 as a condition precedent to the first Utilisation Date) (excluding any Ship that has become a Total Loss). If the Total Commitments are not available to be drawn as a result of this clause, the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments shall be reduced and cancelled *pro rata* and the repayment instalments for the Term Loan shall be reduced *pro rata*.

5.8 The amount of any proposed Revolving Credit Facility Loan must be a minimum of $5,000,000 and in integral multiples of $1,000,000 (or if less, the amount of the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) less the aggregate amount of the outstanding Revolving Credit Facility Loans and must not exceed (when aggregated with the outstanding Revolving Credit Facility Loans) the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility)).

5.9 The aggregate amount of the Revolving Credit Facility Loans shall not exceed the available Revolving Credit Facility Commitments (excluding for this purpose any Suspended Undrawn Revolving Credit Facility).

5.10 The Loans shall be used for the purpose specified in clause 3 (*Purpose*).

Lenders' participation

5.11 If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

5.12 The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Term Loan Facility Commitment and Revolving Credit Facility Commitment (as applicable) to the Total Term Loan Facility Commitment and Total Revolving Credit Facility Commitment (as applicable) immediately prior to making the relevant Utilisation.

5.13 The Agent shall promptly notify each Lender of the amount of each Loan and the amount of its participation in each Loan and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 (*Payments to the Agent*), in each case by 11:00 a.m. (Singapore time) on the Business Day following the Quotation Day.

5.14 The Agent shall pay all amounts received by it in respect of each Loan (and its own participation in it, if any) to any Borrower or for the account of the Borrowers in accordance with the instructions contained in the Utilisation Request.

Rollover Loans

5.15 On the last day of the Interest Period for a maturing Revolving Credit Facility Loan which falls on or before the Last Availability Date for the Revolving Credit Facility (a **Rollover Date**) (on which date such Revolving Credit Facility Loan is due to be repaid), the Lenders shall, unless (a) not less than three (3) Business Days before such Rollover Date the Borrowers notify the Agent that no Rollover Loan should be advanced for the relevant Revolving Credit Facility Loan or (b) an Event of Default has occurred and is continuing at such time, be deemed to advance to the Borrowers a Rollover Loan in an aggregate amount of which is equal to (or less than, if the Borrowers notify the Agent of the same pursuant to clause 6.7 (*Repayment – Revolving Credit Facility*), the maturing Revolving Credit Facility Loan) or, if less, the balance of the available and undrawn Total Revolving Credit Facility Commitments.

5.16 Such Rollover Loan shall be made solely for the purpose of refinancing the maturing Revolving Credit Facility Loan on the last day of its Interest Period.

5.17 For the avoidance of doubt, no Utilisation Request need be given by the Borrowers in relation to the utilization of a Rollover Loan made and applied pursuant to clauses 5.15 and 5.16.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Repayment – Term Loan Facility

6.1 The Borrowers shall on each Repayment Date repay such part of the Term Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled repayment of Term Loan Facility*).

Scheduled repayment of Term Loan Facility

6.2 To the extent not previously reduced in accordance with the terms of this Agreement, the Term Loan shall be repaid by instalments on each Repayment Date, with each such instalment being for such amount as is set out in Schedule 7 (*Repayment Schedule*), as may be revised by, clause 5.7 (*Currency and amount*) and clause 6.5 (*Adjustment of scheduled repayments*).

6.3 On the Final Repayment Date (without prejudice to any other provision of this Agreement), the Term Loan shall be repaid in full.

6.4 On the Final Repayment Date (without prejudice to any other provision of this Agreement), any other amounts owing by the Borrowers to any Finance Party under any of the Finance Documents (as conclusively certified by the Agent) shall be repaid in full.

Adjustment of scheduled repayments

6.5 If the Total Term Loan Facility Commitments are not fully drawn down on the first Utilisation Date, the undrawn amount shall be automatically cancelled on the first Utilisation Date and the amount of each repayment instalment to be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) shall be reduced on a *pro rata* basis by the amount so cancelled. If the Total Term Loan Facility Commitments have been partially cancelled under this Agreement and/or any part of the Term Loan is prepaid (other than under clauses 6.2 (*Scheduled repayment of Term Loan Facility*), then the amount of each remaining instalment by which the Term Loan shall be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) (as reduced by any earlier operation of this clause 6.5) shall be reduced *pro rata* to such cancellation in the Total Term Loan Facility Commitments or prepayment of the Term Loan.

Repayment – Revolving Credit Facility

6.6 The Borrowers shall repay each Revolving Credit Facility Loan on the last day of its Interest Period.

6.7 Without prejudice to the Borrowers' obligations under clause 6.6 above, if a Revolving Credit Facility Loan is to be made available to the Borrowers (i) on the same day that a maturing Revolving Credit Facility Loan is due to be repaid by the Borrowers; and (ii) in whole or in part for the purposes of refinancing the maturing Revolving Credit Facility Loan; and the proportion borne by each Lender's participation in the maturing Revolving Credit Facility Loan to the amount of that Revolving Credit Facility Loan immediately before the new Revolving Credit Facility Loan is made is the same as the proportion borne by that Lender's participation in the new Revolving Credit Facility Loan to the amount of the new Revolving Credit Facility Loan, the amount of the new Revolving Credit Facility Loan shall, unless the Borrowers notify the Agent to the contrary in the relevant Utilisation Request (if a Utilisation Request is to be given in respect of such Revolving Credit Facility Loan) or otherwise separately in writing (in the case of a Rollover Loan where the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the Rollover Loan), be treated as if applied in or towards repayment of the maturing Revolving Credit Facility Loan so that:

(a) if the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the new Revolving Credit Facility Loan:

(i) the Borrowers will only be required to make a payment under clause 35.1(*Payments to the Agent*) in an amount equal to that excess; and

(ii) each Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available to and applied by the Borrowers in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan and that Lender will not be required to make a payment under clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Revolving Credit Facility Loan; and

(b) if the amount of the maturing Revolving Credit Facility Loan is equal to or less than the amount of the new Revolving Credit Facility Loan:

(i) the Borrowers will not be required to make a payment under clause 35.1 (*Payments to the Agent*); and

(ii) each Lender will be required to make a payment under clause 35.1 (*Payments to the Agent)* in respect of its participation in the new Revolving Credit Facility Loan only to the extent that its participation in the new Revolving Credit Facility Loan exceeds that Lender's participation in the maturing Revolving Credit Facility Loan and the remainder of that Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available and applied by the Borrowers in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan.

6.8 On the Final Repayment Date (without prejudice to any other provision of this Agreement), the Total Revolving Credit Facility Commitment shall be reduced to zero and shall be repaid in full.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loans or it becomes unlawful for any Affiliate of a Lender for that Lender to do so or it becomes contrary to Sanctions to do the same:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrowers and subject to the right to replace the Lender in accordance with clause 7.11, the Commitments of that Lender will be immediately cancelled; and

(c) subject to clause 7.11, the Borrowers shall repay that Lender's participation in each of the Loans on the last day of each Interest Period for each Loan occurring after the Agent has notified the Borrowers or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrowers shall promptly notify the Agent in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrowers shall provide such further information thereafter as may be requested by the Agent (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification relevant to it, the Agent (acting on the instructions of the Majority Lenders) may by notice to the Borrowers (an **Agent Notice**), cancel the Total Commitments with effect from a date specified in that Agent Notice which is at least thirty (30) days after the date of the Agent Notice and declare that all or part of the Loans be payable within thirty (30) days after the date of the Agent Notice PROVIDED ALWAYS that the Agent's right to serve an Agent Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent,

the Total Commitments shall be cancelled and all amounts outstanding under the Facilities shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in paragraphs (a) and/or (b) above.

Voluntary cancellation

7.5 The Borrowers may, if they give the Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of $5,000,000) of the Facilities which is undrawn at the proposed date of cancellation. No penalty shall be applied to any voluntary cancellation under this clause. The Borrowers may in their discretion nominate which Facility to cancel and after such nomination, such cancellation shall, in respect of the Term Loan Facility, reduce the repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*). Upon any such cancellation the Total Commitments shall be reduced by the same amount.

Voluntary prepayment

7.6 The Borrowers may, if they give the Agent not less than five (5) Business Days' prior written notice, prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs). No penalty shall be applied to any voluntary prepayment under this clause. The Borrowers may in their discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*).

Right of replacement or cancellation and prepayment in relation to a single Lender

7.7 If:

(a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.5 (*Tax gross-up*);

(b) any Lender claims indemnification from the Borrowers under clause 12.9 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or

(c) any Lender becomes a Non-Consenting Lender (as defined in clause 7.14 below),

the Borrowers may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues or, as the case may be, while a Lender continues to be a Non-Consenting Lender, give the Agent notice of cancellation of the Commitments of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with clause 7.10.

7.8 On receipt of a notice referred to in clause 7.7 above, the Commitments of that Lender shall immediately be reduced to zero.

7.9 On the last day of each Interest Period for a Loan which ends after the Borrowers have given notice under clause 7.7 above in relation to a Lender (or, if earlier, the date specified by the Borrowers in that notice), the Borrowers shall repay that Lender's participation in each applicable Loan.

7.10 The Borrowers may, in the circumstances set out in clauses 7.1 (*Illegality*) or 7.7, on ten (10) Business Days' prior notice to the Agent and that Lender (or, in respect of clause 7.1 (*Illegality*) by notice to the Agent and that Lender to be sent on the date (the **Applicable Date**) that the Commitments of that Lender would have otherwise have been cancelled pursuant to clause 7.1 (*Illegality*) but for this clause), replace that Lender by requiring that Lender to assign (and, to the extent permitted by law, that Lender shall assign) pursuant to clause 29 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement to a Lender or other bank, financial institution, trust, fund, insurer, reinsurer or other entity (save for any entity related to the Borrowers) selected by the Borrowers which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in accordance with clause 29 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

(a) the outstanding principal amount of such Lender's participation in the Loans;

(b) all accrued interest owing to such Lender;

(c) the Break Costs which would have been payable to such Lender pursuant to clause 10.6 (*Break Costs*) had the Borrowers prepaid in full that Lender’s participation in the Loans on the date of the assignment; and

(d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.11 The replacement of a Lender pursuant to clause 7.10 shall be subject to the following conditions:

(a) the Borrowers shall have no right to replace the Agent;

(b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(c) in no event shall the Lender replaced under clause 7.10 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;

(d) the Lender shall only be obliged to assign its rights pursuant to clause 7.10 above once it is satisfied that it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to that assignment;

(e) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a replacement Lender; and

(f) for the purposes of clause 7.1 (*Illegality*), the replacement of a Lender pursuant to clause 7.10 shall occur no later than the later of (i) five (5) Business Days after the Applicable Date and (ii) the date that the first prepayment to that Lender would be due pursuant to clause 7.1 (*Illegality*) but for this clause (the **Cut Off-Date**), failing which the Borrowers shall repay that Lender's participation in each of the Loans on the next Business Day after the Cut-Off Date and that Lender's Commitments shall be cancelled on the same date. Notwithstanding any other terms of this Agreement, for the period between an Applicable Date relevant to a Lender to a Cut Off-Date relevant to a Lender, that Lender shall not be obliged to advance any Commitment.

7.12 A Lender shall perform the checks described in clause 7.11(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Agent and the Borrowers when it is satisfied that it has complied with those checks.

7.13 The Agent shall perform the checks described in clause 7.11(e) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Borrower when it is satisfied that it has complied with those checks.

7.14 In the event that:

(a) the Borrowers or the Agent (at the request of the Borrowers) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(b) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(c) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a **Non-Consenting Lender**.

Sale

7.15 On the Disposal Repayment Date (Sale) in relation to any Mortgaged Ship:

(a) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be at least the relevant Minimum Value Relating to Sale, the Borrowers are not required to suspend and/or prepay any amounts under the Facility; or

(b) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be less than the relevant Minimum Value Relating to Sale, the Borrowers shall suspend undrawn Revolving Credit Facility Commitments which are not then subject to a suspension and/or prepay any Loan outstanding so that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship). Such suspension and/or prepayment shall be applied in the following order:

(i) first, to the Revolving Credit Facility by way of suspending the necessary amount of the undrawn Revolving Credit Facility Commitments which are not then subject to a suspension (any such suspended undrawn Revolving Credit Facility Commitments, being, the **Suspended Undrawn Revolving Credit Facility**) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship);

(ii) secondly, if such suspension in accordance with clause 7.15(b)(i) is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrowers shall in addition prepay the necessary amount of the Revolving Credit Facility Loans (and shall be entitled to determine which ones) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship) and any amount of the Revolving Credit Facility Commitments which becomes undrawn as a result of such prepayment shall automatically become part of the Suspended Undrawn Revolving Credit Facility;

(iii) thirdly, if such suspension and/or prepayment in accordance with clauses 7.15 (b)(i) and 7.15(b)(ii) respectively is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrowers shall in addition prepay the necessary amount of the Term Loan so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship).

7.16 Following a Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, and within 180 days of the Disposal Repayment Date (Sale) of that Mortgaged Ship, the Borrowers shall ensure that either:

(a) a Substitute Ship is provided in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold, whereupon any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall become available in full for drawing again; or

(b) if no Substitute Ship is provided within the aforementioned 180 days in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold or the Borrowers by notice elect not to provide a Substitute Ship, any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall become available for drawing again and the Borrowers shall immediately prepay and/or cancel (i) an amount equal to the Vessel's Portion (Sale) of the outstanding Facilities at the time of the Disposal Repayment Date (Sale) (including any undrawn Revolving Credit Facility Commitments which were not part of the Suspended Undrawn Revolving Credit Facility on the Disposal Repayment Date (Sale)) less any prepayment already made pursuant to clause 7.15(b)(iii) and (ii) any additional amounts necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied .

For the purposes of clause 7.16(b) the Borrowers may, in their discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any such prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments.

7.17 In clauses 7.15 and 7.16 (*Sale*):

(a) "**Asset Cover**" means, at the relevant time, the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships divided by the outstanding amounts under the Facilities (including any undrawn Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility);

(b) "**Minimum Value Relating to Sale**" means (i) in relation to the period from the first Utilisation Date up to (but excluding) the date three years thereafter, at any relevant time, 155% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility; and (ii) in relation to the period three years after the first Utilisation Date up to the end of the Facility Period, at any relevant time, 165% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(c) "**Vessel's Portion (Sale)**" means, on the Disposal Repayment Date (Sale), the Fair Market Value (Sale) of the Mortgaged Ship that was subject to sale divided by the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships.

(d) The "**Fair Market Value (Sale)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Sale) otherwise the Fair Market Value (Sale) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clauses 7.15 and 7.16 (*Sale*) provided that upon such release and discharge and, if so required by the Agent, the Borrowers shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Total Loss

7.18 On the Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, the Borrowers shall immediately prepay and/or cancel the Vessel's Portion (Total Loss) of the outstanding Facilities (including any undrawn Revolving Credit Facility Commitments which are not part of the Suspended Undrawn Revolving Credit Facility) and any additional amount necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied. The Borrowers may, in their discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments. After such prepayment, any excess Total Loss proceeds in respect of the Mortgaged Ship subject to the Total Loss shall be freely available to the Borrowers provided no Default is continuing.

7.19 In clause 7.18 (*Total Loss*):

(a) "**Vessel's Portion (Total Loss)**" means, on the Disposal Repayment Date (Total Loss), the Fair Market Value (Total Loss) of the Mortgaged Ship that was subject to a Total Loss divided by the aggregate of the Fair Market Values (Total Loss) of all of the Mortgaged Ships.

(b) The "**Fair Market Value (Total Loss)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Total Loss) otherwise the Fair Market Value (Total Loss) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clause 7.18 (*Total Loss*) provided that upon such release and discharge and, if so required by the Agent, the Borrowers shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Automatic cancellation

7.20 Any unutilised portion of the relevant Total Commitments shall be automatically cancelled at close of business in Singapore on the relevant Last Availability Date (or, in respect of the Term Loan Facility, if earlier, on the Utilisation Date in respect of the Term Loan Facility).

Restrictions

7.21 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and shall identify the Facility and/or Loan to which such cancellation or prepayment relates.

7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs, without premium or penalty.

7.23 Unless a contrary indication appears in this Agreement, any part of a Revolving Credit Facility Loan which is repaid (or prepaid under 7.6 (*Voluntary prepayment*)) may be re-borrowed in accordance with the terms of this Agreement.

7.24 The Borrowers may not re-borrow any part of the Term Loan Facility which is prepaid or repaid.

7.25 The Borrowers shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

7.26 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

7.27 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrowers or the affected Lender, as appropriate.

7.28 If the Total Commitments are partially reduced and/or the Loans partially prepaid under clause 7.1 (*Illegality*) or clauses 7.7 to 7.12 (*Right of cancellation and prepayment in relation to a single Lender*), (a) the Commitments of the relevant Lender shall be reduced to zero and (b) the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments shall be reduced by the amount of such Lender's Term Loan Facility Commitment and Revolving Credit Facility Commitment as applicable.

7.29 If any part of the Total Commitments are partially reduced and/or any of the Loans partially prepaid under clause 7.5 (*Voluntary cancellation*) or 7.6 (*Voluntary prepayment*) (other than as referred to in clause 7.28 and unless stated otherwise in this Agreement), the Term Loan Facility Commitments and/or, as the case may be, the Revolving Credit Facility Commitments of the Lenders shall be reduced rateably.

7.30 Any prepayment required as specified in clause 7.28 shall be applied in prepaying the relevant Lender's participation in each of the Loans. Any other prepayment shall be applied *pro rata* to each Lender's participation in the Term Loan or, as the case may be, each of the Revolving Credit Facility Loans (to the extent the same is/are being prepaid).

7.31 Any Suspended Undrawn Revolving Credit Facility shall be applied *pro rata* to each Lender's participation in each of the Revolving Credit Facility Loans (to the extent the same is/are being suspended).

7.32 The Borrowers shall only be entitled to voluntarily cancel the whole or any part of the Total Revolving Credit Facility Commitments which is then drawn if the Borrowers prepay such amount of the Revolving Credit Facility Loans (as selected by the Borrowers) as may be necessary to ensure that the outstanding Revolving Credit Facility Loans after the date of cancellation will not exceed the Total Revolving Credit Facility Commitments (as so reduced).

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on each Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

Payment of interest

8.2 The Borrowers shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

(b) on the Term Loan,

on the last day of each Interest Period and, if the Interest Period for that Loan is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period, provided that the first interest payment date for each Loan advanced on the first Utilisation Date shall be the First Repayment Date.

Default interest

8.3 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.4 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligor on demand by the Agent.

8.4 If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(b) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.5 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.6 The Agent shall promptly notify the Lenders and the Borrowers of the determination of a rate of interest under this Agreement.

Modification and/or discontinuation of certain benchmarks

8.7 Without prejudice to any other provisions of this Agreement (including in particular this clause 8 (*Interest*) and clause 41.5 (*Replacement of Screen Rate*), each Party acknowledges and agrees for the benefit of the other Parties that:

(a) interbank lending rate benchmarks for USD (i) may be subject to methodological or other changes which could affect their value, or (ii) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (EU Benchmarks Regulation)) and/or (iii) may be permanently discontinued; and

(b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transaction contemplated under this Agreement.

For the avoidance of doubt, no Material Adverse Effect shall occur as a result of the circumstances set out at paragraph (a) above.

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for the Term Loan shall, subject to clauses 9.6 and 9.9 (*Interest Periods overrunning Repayment Dates*), be three (3) months.

9.2 The Interest Period for each Revolving Credit Facility Loan (other than a Rollover Loan) may be selected by the Borrowers in the Utilisation Request for that Revolving Credit Facility Loan.

9.3 The Interest Period for each Rollover Loan shall be the same length as the Interest Period for the maturing Revolving Credit Facility Loan which it refinances unless, not less than three (3) Business Days before the relevant Rollover Date (as defined in clause 5.15 (*Rollover Loans*)), the Borrowers notify the Agent of a different Interest Period for such Rollover Loan, in which case the Interest Period for such Rollover Loan shall be as so notified to the Agent by the Borrowers (subject to this clause 9). Notwithstanding the foregoing, any Rollover Loan refinancing a Revolving Credit Facility Loan advanced on the first Utilisation Date, shall have an Interest Period of three (3) months.

9.4 Subject to this clause 9, the Borrowers may select an Interest Period for each Revolving Credit Facility Loan of three (3) or six (6) months (or any other period agreed between the Borrowers and the Agent (acting on the instructions of the Lenders)) save that the first Interest Period for any Revolving Credit Facility Loan advanced on the first Utilisation Date shall be of the same length as the first Interest Period for the Term Loan. If no selection is made for a Revolving Credit Facility Loan, the Interest Period for that Revolving Credit Facility Loan shall be three (3) months.

9.5 The first Interest Period for the Term Loan shall start on the Utilisation Date of such Loan and each subsequent Interest Period for such Loan shall start on the last day of its preceding Interest Period.

9.6 The first Interest Period for the Term Loan shall end on the Quarter Date immediately following the Utilisation Date of that Loan, unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Loan shall end on the second Quarter Date after that Utilisation Date. Each Interest Period applying to the Term Loan shall always end on a Quarter Date.

9.7 The Interest Period for a Revolving Credit Facility Loan shall start on the Utilisation Date of that Revolving Credit Facility Loan. Each Revolving Credit Facility Loan has one Interest Period only.

9.8 No Interest Period in respect of a Loan shall extend beyond the Final Repayment Date.

Interest Periods overrunning Repayment Dates

9.9 No Interest Period for the Term Loan shall overrun any later Repayment Date.

Non-Business Days

9.10 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

Absence of quotations

10.1 Subject to clause 10.2 (*Market Disruption Event*), if LIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by 11:00 a.m. (London time) the next Business Day after the Quotation Day, the applicable LIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

Market Disruption Event

10.2 If a Market Disruption Event occurs in relation to a Loan or relevant part of it for any Interest Period for that Loan or relevant part of it, then the rate of interest on each Lender's share of that Loan or relevant part of it for that Interest Period shall be the percentage rate per annum which is the sum of:

(a) the applicable Margin; and

(b) the rate notified to the Agent by that Lender as soon as practicable and in any event before interest is due to be paid in respect of that Interest Period, to be that which expresses as a percentage rate per annum the cost to that Lender of funding its participation in that Loan or relevant part of it from whatever source it may reasonably select.

If a Market Disruption Event occurs the Agent shall, as soon as is practicable, notify the Borrowers.

10.3 In this Agreement **Market Disruption Event** means:

(a) at or about noon (London time) on the next Business Day after the Quotation Day for the relevant Interest Period LIBOR is to be determined by reference to the Reference Banks and none or only one of the Reference Banks supplies a rate to the Agent to determine LIBOR for the relevant Interest Period; or

(b) before 10.00am (Singapore time) on the second Business Day in Singapore following the Quotation Day, the Agent receives notifications from a Lender or Lenders (whose participations in the relevant Loan equal or exceed fifty per cent (50%) of that Loan) that the cost to it of funding its participation in the relevant Loan from whatever source it may reasonably select would be in excess of LIBOR.

Alternative basis of interest or funding

10.4 If a Market Disruption Event occurs and the Agent or the Borrowers so require, the Agent and the Borrowers shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

10.5 Any alternative basis agreed pursuant to clause 10.4 above shall, with the prior consent of all the Lenders be binding on all Parties.

Break Costs

10.6 The Borrowers shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrowers on a day other than the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

10.7 Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Commitment commission

11.1 The Borrowers shall pay to the Agent (for the account of each Lender) a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Term Loan Facility on the available but undrawn and uncancelled portion of that Lender's Term Loan Facility Commitment calculated on a daily basis from the date of this Agreement.

11.2 The Borrowers shall pay to the Agent (for the account of each Lender) a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Revolving Credit Facility on the available but undrawn and uncancelled portion of that Lender's Revolving Credit Facility Commitment calculated on a daily basis from the date of this Agreement.

11.3 The Borrowers shall pay the accrued commitment commission referred to in clause 11.1 on the earlier of the Last Availability Date for the Term Loan Facility and the first Utilisation Date and, if any part of the relevant Lender's Term Loan Facility Commitment is cancelled, on the cancelled amount of the relevant Lender's Term Loan Facility Commitment at the time the cancellation is effective.

11.4 The Borrowers shall pay accrued commitment commission referred to in clause 11.2 on the first Utilisation Date, on each Quarter Date following the first Utilisation Date (except for any Quarter Date which is less than 45 days after the first Utilisation Date) and, if any part of the relevant Lender's Revolving Credit Facility Commitment is cancelled, on the cancelled amount of the relevant Lender's Revolving Credit Facility Commitment at the time the cancellation is effective . For the avoidance of doubt, the Borrowers' obligation to pay accrued commitment commission referred to in clause 11.2 shall apply notwithstanding any Suspended Undrawn Revolving Credit Facility.

Structuring and arrangement fee

11.5 The Borrowers shall pay to the Agent (for the account of the Lenders) a structuring and arrangement fee in the amount, proportions and at the time agreed in a Fee Letter.

Agency fee

11.6 The Borrowers shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

Coordination fee

11.7 The Borrowers shall pay to the Facility Co-ordinator a coordination fee in the amount, proportions and at the time agreed in a Fee Letter.

Section 6 - Additional Payment Obligations

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means a Finance Party or, in relation to clauses 14.5 to 14.6 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 to 14.6 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a Hedging Contract or a FATCA Deduction.

Tax Payment means the increase in a payment made by an Obligor to a Finance Party under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.9 (*Tax indemnity*).

12.2 Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrowers shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrowers and that Obligor.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.7 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.8 Clauses 12.3 to 12.7 (*Tax gross-up*) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the Hedging Master Agreements itself shall apply.

Tax indemnity

12.9 The Borrowers shall (within six (6) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.10 Clause 12.9 above shall not apply:

(a) with respect to any Tax assessed on a Finance Party:

(i) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(c) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.11 A Protected Party making, or intending to make a claim under clause 12.9 above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrowers.

12.12 A Protected Party shall, on receiving a payment from an Obligor under clause 12.9, notify the Agent.

Indemnities on after Tax basis

12.13 If and to the extent that any sum payable to any Protected Party by the Borrowers under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrowers shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.14 If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrowers to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrowers shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.15 For the purposes of clauses 12.13 to 12.14 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.16 If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.17 The Borrowers shall pay and, within six (6) Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.18 All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.20 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).

12.19 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(a) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(b) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

12.20 Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.21 Any reference in clauses 12.18 to 12.22 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

12.22 In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

FATCA information

12.23 Subject to clause 12.25 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.24 If a Party confirms to another Party pursuant to clause 12.23(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.25 Clause 12.23 above shall not oblige any Finance Party to do anything, and clause 12.23 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any confidential information.

12.26 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.23 above (including, for the avoidance of doubt, where clause 12.25 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.27 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.28 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Borrowers and the Agent and the Agent shall notify the other Finance Parties.

Hedging

12.29 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 12 (*Tax gross-up and indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrowers shall, within six (6) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Facilities or on a Finance Party's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 A Finance Party intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrowers.

13.4 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.9 (*Tax indemnity*) (or would have been compensated for under clause 12.9 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.10 applied);

(c) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

Hedging

13.7 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 13 (*Increased Costs*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrowers shall (or shall procure that another Obligor will), within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party against any and all documented Losses incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 33 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in any Loan requested by the Borrowers in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) a Loan (or part of any Loan) not being prepaid in accordance with a notice of prepayment given by the Borrowers; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Agent or any Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Agent and the Security Agent

14.4 The Borrowers shall, within six (6) Business Days of demand by the Agent or the Security Agent, indemnify the Agent and the Security Agent against:

(a) any and all documented Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) in acting as Agent or the Security Agent under the Finance Documents.

Indemnity concerning security

14.5 The Borrowers shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Agent or the Security Agent indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrowers to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Security Documents;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(f) any breach by any Obligor of the Finance Documents; or

(g) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Facilities.

14.6 The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Trust Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 14.5 and shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to it.

Continuation of indemnities

14.7 The indemnities by the Borrowers in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrowers of the terms of this Agreement, the repayment or prepayment of any Loan, the cancellation of the Total Commitments or the repudiation by the Agent or the Borrowers of this Agreement.

Third Parties Act

14.8 Each Indemnified Person may rely on the terms of clauses 14.5 and 14.6 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 and 14.6 (*Indemnity concerning security*), subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Interest

14.9 Moneys becoming due by the Borrowers to any Indemnified Person under the indemnities contained in this clause 14 (*Other indemnities*) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrowers to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.3 to 8.5 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Fax and email indemnity

14.11 The Borrowers shall indemnify each Finance Party within six (6) Business Days of demand made by such Finance Party against any and all documented Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrowers to the Agent or the Security Agent being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the relevant Finance Party or the Agent or the Security Agent).

Hedging

14.12 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 14 (*Other indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

15 Mitigation by the Lenders

Mitigation

15.1 Each Finance Party shall, in consultation with the Borrowers, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) assigning its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

Limitation of liability

15.3 The Borrowers shall indemnify each Finance Party within six (6) Business Days of demand made by that Finance Party for all documented costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 A Finance Party is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrowers shall within six (6) Business Days of demand pay the Agent, the Facility Co- ordinator, the Arrangers, the Hedging Providers and the Security Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents (except for any Transfer Certificate) executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non-obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent or an amendment or waiver is contemplated or agreed pursuant to clause 41.5 (*Replacement of Screen Rate*), the Borrowers shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement.

Enforcement, preservation and other costs

16.3 The Borrowers shall, within six (6) Business Days of demand by a Finance Party, pay to each Finance Party the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by that Finance Party in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document (other than the Hedging Contracts or any Hedging Master Agreement) or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non-obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by any Finance Party under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between such Finance Party on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to such Finance Party in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, such Finance Party shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of any Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrowers under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent's rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 35 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Default interest

17.10 No interest of the type referred to at clauses 8.3 to 8.5 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 8 - Representations, Undertakings and Events of Default

18 Representations

18.1 Each Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to each Finance Party at the times specified in clauses 18.48 to 18.50 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and, where applicable to its Original Jurisdiction, in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrowers or the Parent (having made due enquiry) or any other information known to the Borrowers or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrowers or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, **Information** means: any information provided by any Obligor or any other Group Member to any of the Finance Parties or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied (save in respect of any financial statements prepared after 1 January 2019 which will be consistently prepared thereafter taking into account International Financial Reporting Standard (IFRS) 16).

18.18 The Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors, Hafnia Tankers and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion, the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 28.21 (*Insolvency proceedings*) or creditors' process described in clauses 28.23 and 28.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrowers or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 28.17 to 28.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party, provided that, in respect of payments made or to be made by any Borrower incorporated in Singapore, such Borrower obtains the “Automatic Withholding Tax Exemption on Interest and Related Payments under the Maritime Sector Incentive” in Singapore (which exemption such Borrowers intend to obtain).

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrowers' or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrowers' or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a **Fleet Vessel**) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 Each Borrower will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

Accounting Reference Date

18.38 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.39 The Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.40 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.41 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the relevant Borrower (as owner) through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.42 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.43 No Obligor is a US Tax Obligor.

No money laundering

18.44 In relation to the borrowing by the Borrowers of the Loans, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

Shares

18.45 The shares of each Relevant Borrower are fully paid and not subject to any option to purchase or similar rights.

18.46 The Constitutional Documents of each Relevant Borrower do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Security Documents.

18.47 There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of each Relevant Borrower (including any option or right of pre-emption or conversion).

Times when representations are made

18.48 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.49 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.50 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.51 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 Each Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of each Borrower and the Parent delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited unconsolidated financial statements for that financial year of each Borrower and the audited consolidated financial statements for that financial year for the Parent.

19.4 The Obligors shall supply to the Agent as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Agent.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Agent once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Obligors' obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrowers or the Parent notify the Agent as soon as such financials have been posted on its home page and provide the Agent with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Agent with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Agent. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable)

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or other authorised signatory of the Parent.

Requirements as to financial statements

19.10 The Obligors shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) fairly present the financial condition and operations of the Group or (as the case may be) the Borrowers as at the date as at which those financial statements were drawn up.

19.12 The Borrowers shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements (save in respect of any financial statements prepared after 1 January 2019 which will be consistently prepared thereafter taking into account International Financial Reporting Standard (IFRS) 16), unless, in relation to any set of financial statements, the Borrowers notify the Agent that there has been a change in GAAP or the accounting practices, in which event, the Agent may request the Borrowers to provide clarifications and the Borrowers shall deliver to the Agent sufficient information to enable the Agent to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted (save in respect of any adjustment relating to IFRS 16) to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrowers shall procure that each financial year-end of each Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrowers shall deliver to the Agent:

(a) before the occurrence of an IPO Event, copies of all documents dispatched by the Parent to its shareholders (or any class of them) which are material to the Facilities and, after the occurrence of an IPO Event, copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrowers to its shareholders which are material to the Facilities and copies of all documents dispatched by the Parent and the Borrowers to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange after the occurrence of an IPO Event;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrowers) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrowers or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrowers or any other Obligor regarding the financial condition, business, operations and ownership of the Borrowers and the Obligors as the Agent or any Lender (through the Agent) may reasonably request, except to the extent that disclosure of such information would breach any law, regulation or, after the occurrence of an IPO Event, stock exchange requirement or listing rule;

(f) before the occurrence of an IPO Event, details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 10% or more of the shares of the Parent;

(ii) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(iii) BW Group ceases to beneficially and legally hold (directly or indirectly) 50% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 50% or more of the voting rights normally exercisable at a general meeting of the Parent,

and in respect of (i) and (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrowers as agreed to by the Lenders in accordance with clause 21.28 (*No change in shareholdings*);

(h) details of any changes made to the Constitutional Documents of any Borrower or any Obligor if such changes might reasonably be expected to negatively impact on the rights and remedies of any Finance Party under the Finance Documents;

(i) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such; and

(j) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect.

Notification of Default

19.16 The Borrowers shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Agent, the Borrowers shall supply to the Agent a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Sufficient copies

19.18 The Borrowers, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and a document in electronic format shall be sufficient to satisfy this requirement provided that a single certified hard copy is provided to the Agent if the relevant document is required to be provided in certified form.

"Know your customer" checks

19.19 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 10% of an Obligor's share capital but, in the case of the Parent after an IPO Event, only to the extent that the change in composition results in a shareholder who did not previously have a shareholding of 10% or more in the Parent having such shareholding);

(c) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment; or

(d) a Lender's annual "know your customer" review process,

obliges the Agent, the relevant Hedging Provider or any Lender (or, in the case of paragraph (c) above, any prospective new Lender or a Hedging Provider) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender or any Hedging Provider (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or any Hedging Provider) or any Lender or any Hedging Provider (for itself or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender or any Hedging Provider) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender or any Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents (provided that the breakdown of the Sohmen Family Interests need not be provided unless the same is required by any applicable law or regulation).

19.20 Each Finance Party shall, promptly upon the request of the Agent or the Security Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Agent pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Agent, (ii) any Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Parent, is (in the opinion of the Agent, upon such documents and evidence as the Agent may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Services or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognized trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Agent (on behalf of the Majority Lenders),

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Security Documents).

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

Financial condition

20.3 The Parent shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) **Minimum Adjusted Equity:** On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) **Minimum Liquidity:** On a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements) and/or each Compliance Certificate delivered pursuant to clause 19.7 (Provision and contents of Compliance Certificate)*.

21 General undertakings

21.1 Each Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of any Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws):

(i) applicable to its business; and

(ii) applicable to each Ship, its ownership, employment, operation, management and registration,

including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(c) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration; and

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws; and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrowers shall not, and the Borrowers shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business,

in each case is or would be substantial in relation to the business of:

(i) any Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Agent (acting on the instructions of the Lenders with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrowers and the Parent, which relates to any type of shipping, shipping finance and transportation business.

Merger

21.13 The Borrowers shall not, and the Borrowers shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "**merger**").

21.14 Clause 21.13 above shall not apply to the Merger (if in accordance with clauses 30.2 to 30.7) or any other merger or amalgamation made with the prior written consent of the Agent (acting on the instruction of all of the Lenders) or where the Obligor concerned is the surviving entity.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Security Agent Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Security Agent is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (A*ssignments by the Lenders*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved by the Majority Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrowers shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of any Loan, in a manner that:

(a) is a breach of Sanctions; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Finance Party.

21.21 No Obligor shall (and the Borrowers shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or any Finance Party becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrowers shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions or would otherwise cause any Relevant Person or Finance Party to be in breach of Sanctions.

21.24 Each Obligor shall comply in all respects with all Sanctions and in particular no Borrower (as owner) shall employ any Ship owned by it nor allow its employment, operation or management in any matter contrary to Sanctions.

Listing

21.25 After the occurrence of any IPO Event, the Borrowers shall procure that the Parent shall at all times during the Facility Period maintain the listing of its shares on a stock exchange relevant to the IPO Event as permitted in accordance with this Agreement (or any other exchange acceptable to the Majority Lenders with their prior written consent) and does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause). After the occurrence of an IPO Event, the Borrowers shall procure that the Parent provides to the Agent evidence of the occurrence of the IPO Event and a copy of the IPO prospectus.

Pari passu ranking

21.26 The Borrowers and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.27 The Borrowers and the Parent shall procure that any shareholder loans (including any loan notes) between the Borrowers and the Parent and any of its shareholders shall be documented on a basis that they are subordinated to the Facilities and the Hedging Contracts on terms consistent with clause 27.4 (*Distributions and other payments*). For the avoidance of doubt, in relation to any shareholder loans (including any loan notes) granted by the Parent to the Borrowers, no subordination agreement is required.

No change in shareholdings

21.28 There will be no change in the shareholdings of each Borrower (which shall be directly or indirectly wholly owned by the Parent) throughout the Facility Period without the prior written consent of all Lenders. No consent of the Lenders will be required under this clause 21.28 for any change of shareholding of any Borrower where such Borrower remains directly or indirectly wholly owned by the Parent.

21.29 The Parent shall procure that no Security Interest is granted over any of the shares in any Borrower except as granted to the Security Agent in connection with this Agreement.

22 Dealings with Ship

22.1 Each Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Agent and, the relevant Borrower (as owner) shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Agent (acting on the instructions of all Lenders), the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Security Agent immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Agent shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except (a) with approval or (b) in respect of any sale whereby the Borrowers will satisfy in full its obligations under clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), or (c) in respect of a sale or transfer of any Mortgaged Ship from Hafnia Denmark or Hafnia Tankers ApS (once it succeeds Hafnia Denmark as a Borrower) to Hafnia Sub-Holding as permitted by, and in accordance with, clause 30.8 (*Sale of Mortgaged Ships*), the relevant Borrower (as owner) will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it. This clause 22.5 prevails over the terms of the negative pledge included in any VID for a Ship.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager should be made on the basis that such Approved Manager shall enter into a Manager's Undertaking prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager (once appointed) unless such change is also approved.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

Notice of Mortgage

22.8 A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"**NOTICE OF MORTGAGE**

This Ship is subject to a first mortgage in favour of **NORDEA BANK ABP SINGAPORE BRANCH** of 138 Market Street, #09-01 CapitaGreen, Singapore 048946. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Borrower (as owner) shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

Chartering

22.10 The Borrowers shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member; and

(b) ensure that any bareboat, demise, time or consecutive voyage charter in respect of any Ship is entered into on bona fide arm's length terms unless such bareboat, demise, time or consecutive voyage charter is to a Group Member (in which case the tenure of such charter shall be no more than 36 months).

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Poseidon Principles

22.12 The Borrowers shall, upon the request of any Lender (made no later than 31 March in the relevant calendar year) and at the cost of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to such Lender in order for any Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrowers. For the avoidance of doubt, such information shall be "Confidential Information" for the purposes of clause 42 (*Confidentiality*) but each Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

22.13 Further, no Default or Event of Default shall occur as a result of any Borrower failing to provide all or part of the information set out in this clause by the relevant Reporting Deadline Date.

23 Condition and operation of Ship

23.1 Each Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

Modification

23.4 Except with approval of the Agent (acting on the instructions of the Majority Lenders), the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value save that this provision shall not prevent any modification, repair, installation or maintenance work which is consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Removal of parts

23.5 Except with approval of the Agent (acting on the instructions of the Majority Lenders), no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Borrower (as owner) free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Third party owned equipment

23.6 Except with approval of the Agent (acting on the instructions of the Majority Lenders), equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Majority Lenders. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person’s custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person’s custody.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

Inspection and notice of dry-docking

23.9 The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Agent shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrowers shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Agent shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the relevant Borrower, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default;

(e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the relevant Borrower, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship's Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Agent shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval of the Agent, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrowers or the Parent provides evidence to the Agent that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Majority Lenders.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrowers have provided evidence of such additional insurance cover to the Agent).

Responsible ship recycling standards

23.20 The Borrowers shall procure that it obtains and maintains an inventory of Hazardous Material in respect of the Ship(s) owned by it, prior to the implementation date(s) for the same under the Hong Kong Convention and the Ship Recycling Regulation and in any event prior to its sale for recycling.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention.

24 Insurance

24.1 Each Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments (not including the Suspended Undrawn Revolving Credit Facility).

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to “approved” means approved in writing by the Agent acting on the instructions of all Lenders (acting reasonably).

For the purpose of this clause 24:

(i) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(ii) Insurance companies and/or underwriters rated:

(A) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates;

(B) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (*Coverage required*);

(iii) in respect to insurance brokers, all Lloyd's brokers, LSN Assurances, Edge Group, Cambiaso Risso, Willis and Groupe Eyssautier or such other insurance brokers approved by the Agent (acting on instructions of the Majority Lenders);

(iv) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs:

(v) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increased value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increased value insurance);

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the relevant Borrower (as owner) and (in the case of the Ship's hull cover) no other primary named assured (unless such other person, if so required by the Agent, has duly executed and delivered:

(i) in the case of any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrowers, an Insurance Undertaking,

in each case to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);

(b) if the Agent so requests, in the joint names of the relevant Borrower (as owner) and the Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);

(c) in dollars or another approved currency;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrowers shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for an aggregate amount up to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments.

24.7 Each Lender may, for its own account (and, for the avoidance of doubt, at no cost to any Obligor), take out mortgagees interest insurance for non-performance of any insurance in respect of the Ship and the other Mortgaged Ships.

Fleet liens, set off and cancellations

24.8 If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrowers shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.9 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.10 The Borrowers shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Agent in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.11 The Borrowers shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Agent with copies of all *pro forma* policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.12 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.13 The Agent shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

Letters of undertaking

24.14 Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.15 The interest of the Security Agent as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Borrower (as owner) and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

Insurance correspondence

24.16 If so required by the Agent, the Agent shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.17 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.18 The Agent may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrowers' cost (a) on Utilisation of the Term Loan Facility and (b) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Agent shall provide the Borrowers with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.19 All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.20 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.21 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.22 All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.23 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25 Minimum security value

Each Borrower undertakes that this clause 25 will be complied with throughout any Mortgage Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as most recently determined in accordance with this clause 25 or, in respect of the first Utilisation, its value as determined by the valuations provided pursuant to clause 4 (*Conditions of Utilisation*) and otherwise in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured and each such other asset in accordance with this clause 25 shall be provided (a) in the case of each Ship, as a condition precedent to the first Utilisation pursuant to clauses 4.2 (*Conditions precedent to the delivery of the first Utilisation Request*) with such valuations provided being no older than forty five (45) days, (b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 6 (*Form of Compliance Certificate*), (c) for the purposes of clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), if the latest semi-annual valuations provided pursuant to paragraph (b) above are older than ninety (90) days, no later than seven (7) days and no earlier than thirty (30) days before the relevant Mortgaged Ship's Disposal Repayment Date (Sale) or Disposal Repayment Date (Total Loss), (d) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) and (e) where there is an Event of Default which is continuing, at any other time as may be required by the Agent. In addition, for the purposes of clause 25.14 (*Release of additional security*) only, the Borrowers, at their own cost, may check the valuations of any Mortgaged Ship at any time.

Expenses of valuation

25.3 The Borrowers shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Facilities shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Facilities) shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrowers and the Agent (on the instructions of the Majority Lenders).

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Agent in its capacity as such and made:

(a) on a fleet basis without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrowers shall promptly provide to the Agent and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrowers shall promptly appoint Approved Brokers to provide such a valuation. If the Borrowers fail to do so promptly, the Agent may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrowers. If the Borrowers fail promptly to nominate two (2) Approved Brokers, then the Agent may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Agent shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the average of all of the three (3) valuations.

Security shortfall

25.12 If at any time the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrowers require that such deficiency be remedied. The Borrowers shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrowers may:

(a) provide additional security over other assets reasonably approved by the Majority Lenders in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Majority Lenders then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Facilities pursuant to paragraph (b) below);

(b) prepay under and in accordance with clause 7.6 (*Voluntary prepayment*) a corresponding amount of the Facilities (and, for the avoidance of doubt, the Borrowers may determine which Loan shall be prepaid as a consequence); and/or

(c) cancel under clause 7.5 (*Voluntary cancellation*) a corresponding amount of the available and undrawn Total Revolving Credit Facility Commitments.

Any prepayment of any Revolving Credit Facility Loans pursuant to this clause 25.12 shall also result in the Total Revolving Credit Facility Commitments being automatically cancelled and reduced by the aggregate amount of such prepayments.

Creation of additional security

25.13 The value of any additional security which the Borrowers offer to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security, its value and the method of its valuation (except for in the case of any ship) have been approved by the Majority Lenders;

(b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and

(d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Agent holds additional security provided under clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), by at least five per cent (5%) of the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrowers may, by notice to the Agent, require the release and discharge of that additional security. The Agent shall then promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrowers shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.15 Subject to no Event of Default which is continuing, if at any time any Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Agent (acting on the instructions of the Lenders) shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is a handy, LR1, LR2 or MR vessel and no older than the average age of the then Mortgaged Ships (and in any case, no older than the Mortgaged Ship being substituted);

(b) the Substitute Ship is seaworthy and in a satisfactory or similar condition to the Mortgaged Ship being substituted and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) subject to clause 25.12 (*Security shortfall*), the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, save that this paragraph (c) shall not apply to a substitution arising under clause 7.16(a) since paragraph (f) shall apply instead; and

(d) equivalent Security Interests are entered into in respect of the Substitute Ship on the date of substitution or, in the case of clause 7.16(a), within the time period required by that clause, on substantially the same terms or similar as the Security Interests which are in place for all other Ships (including but not limited to the Mortgage (including the VID if applicable), the Deed of Covenant (if applicable), the General Assignment (if applicable), the Danish Security Agreement (if applicable), any Manager's Undertaking, any Insurance Undertaking, any notices of assignment and acknowledgements of those notices as required by any of such Security Documents and evidence that such Mortgage (including the VID if applicable) or Danish Security Agreement (if applicable) is registered against such Substitute Ship through the relevant Registry under the laws and flag of the relevant Flag State), and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the reasonable satisfaction of the Lenders) and receipt of legal opinions approved by the Agent in relation to such Security Documents;

(e) in relation to such Substitute Ship:

(i) evidence that it is legally and beneficially owned by the relevant Borrower (as owner) and registered at least provisionally in the name of that Borrower through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(ii) evidence that it is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for such Substitute Ship issued by the relevant Approved Classification Society;

(iii) evidence that it is insured in the manner required by the Finance Documents, together with an opinion from insurance consultants appointed by the Agent on such Insurances and evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances; and

(iv) copies of (i) the document of compliance issued in accordance with the ISM Code to the person who is the operator of such Substitute Ship for the purposes of that code; (ii) the safety management certificate in respect of such Substitute Ship issued in accordance with the ISM Code; (iii) the international ship security certificate in respect of each Ship issued under the ISPS Code; (iv) the certificate of financial responsibility issued pursuant to the United States law;

(v) where a technical manager of such Substitute Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the relevant Borrower (as owner) and the manager relating to the appointment of such manager for such Substitute Ship; or where such Substitute Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Substitute Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Substitute Ship; and

(f) in relation to clause 7.16(a) only, the Substitute Ship being provided in substitution of the Mortgaged Ship that was sold shall have a Fair Market Value no less than the Fair Market Value of that Mortgaged Ship at the time of the relevant Disposal Repayment Date (Sale), such Fair Market Value of the Substitute Ship being determined no earlier than 30 days prior to it becoming a Substitute Ship and being determined on terms consistent with those set out in clause 25 (*Minimum security value*).

25.16 If the conditions in clause 25.15 are met to the Agent's satisfaction, the Security Agent shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrowers shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

26 Hedging Contracts

26.1 Each Borrower undertakes that this clause 26 will be complied with throughout the Facility Period and, with respect to any hedging entered into by a Borrower with a Hedging Provider under a Hedging Contract for an aggregate notional principal amount that is equal to or less than the Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility), payments under any such Hedging Contract shall be payable at the end of each relevant Interest Period and no Hedging Transaction forming part of a Hedging Contract shall extend beyond the Final Repayment Date.

Hedging Contracts

26.2 If, at any time during the Facility Period, a Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of its exposure under this Agreement to interest rate fluctuations, it shall advise the Agent in writing.

26.3 If a Borrower proposes to enter into any such Treasury Transaction, such Borrower shall offer to the Hedging Providers the right of first refusal to enter into the proposed Treasury Transaction as its counterparties on those Treasury Transactions. If (a) the Hedging Providers have not responded to such Borrower within five (5) Business Days from being notified by such Borrower with respect to their choice to enter into the proposed Treasury Transaction with such Borrower or (b) the pricing and terms offered by any of the Hedging Providers to such Borrower within such period for such Treasury Transaction is not competitive with the pricing and terms available to such Borrower in the market, such Borrower may enter into the proposed Treasury Transaction with a third party (a **Third Party Hedging Provider**) on terms better than those offered by that Hedging Provider. For the avoidance of doubt, notwithstanding the aforesaid first right of refusal, such Borrower shall have no obligation under this clause to enter into a Treasury Transaction with a particular Hedging Provider that wishes to enter into a Treasury Transaction with such Borrower where the pricing and terms offered by that Hedging Provider are more competitive than the pricing and terms offered by Third Party Hedging Providers but less competitive than the pricing and terms offered for such Treasury Transactions by another Hedging Provider.

26.4 Where the relevant hedge counterparty is a Hedging Provider, it shall share a first priority Security Interest in the Charged Property with the Lenders but will rank after the Lenders in respect of any amounts owing to that Hedging Provider under the relevant Hedging Contract.

26.5 Where the relevant hedging counterparty is a Third Party Hedging Provider, it shall not be a party to this Agreement or any of the Finance Documents and it shall not share a Security Interest in the Charged Property with the Lenders or the Hedging Providers in respect of any amounts owing to such counterparty under such Treasury Transaction.

26.6 Any Treasury Transaction concluded with a Hedging Provider in relation to any Facility shall be on the terms of a Hedging Master Agreement. If and when any Treasury Transaction with a Hedging Provider has been concluded in relation to any Facilities, it shall constitute a Hedging Contract for the purposes of the Finance Documents.

Information concerning Hedging Contracts

26.7 Each Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

26.8 Each Hedging Provider hereby authorises the Borrowers to provide to the Agent any such information as referred to in clause 26.7 above.

Hedging Guarantees

26.9 Each Borrower irrevocably and unconditionally, jointly and severally:

(a) guarantees to each Hedging Provider punctual performance by each other Borrower of all of that Borrower's obligations under its Hedging Contracts entered into with that Hedging Provider;

(b) undertakes with each Hedging Provider that whenever another Borrower does not pay any amount when due under or in connection with its Hedging Contract entered into with that Hedging Provider, that it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) indemnifies each Hedging Provider immediately on demand against any cost, loss or liability suffered by that Hedging Provider if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Hedging Provider would otherwise have been entitled to recover.

26.10 The guarantee set out at clause 26.9 (the **Hedging Guarantee**) by each Borrower is a continuing guarantee and will extend to the ultimate balance of sums payable by the other Borrowers under their respective Hedging Contracts, regardless of any intermediate payment or discharge in whole or in part.

26.11 If any payment by any other Borrower or any discharge given by any Hedging Provider (whether in respect of the obligations of any other Borrower or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

(a) the liability of each relevant Borrower under the Hedging Guarantee in respect of those obligations shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

(b) that Hedging Provider shall be entitled to recover the value or amount of that security or payment from each relevant Borrower, as if payment, discharge, avoidance or reduction had not occurred.

26.12 The obligations of each Borrower under the Hedging Guarantee will not be affected by an act, omission, matter or thing which, but for this clause 26.12 would reduce, release or prejudice any of its obligations under the Hedging Guarantee (without limitation and whether or not known to it or any Hedging Provider) including:

(a) any time, waiver or consent granted to, or composition with, any other Borrower or other person;

(b) the release of any other Borrower or any other person under the terms of any composition or arrangement with any creditor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any other Borrower or other person or any non-presentation or non-observance of any formalities or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other Borrower or any other person;

(e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

26.13 Each Borrower waives any right it may have of first requiring any Hedging Provider (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Borrower under the Hedging Guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

26.14 The Hedging Guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by or on behalf of any Hedging Provider.

27 Business restrictions

27.1 Except as otherwise approved by the Majority Lenders each Borrower undertakes that this clause 27 will be complied with throughout the Facility Period.

Loans and credit

27.2 The Borrowers shall not make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

27.3 Neither the Parent nor any Borrower shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

27.4 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), no Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of distribution, interest, repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan note, loan stock or similar instrument except that Hafnia Denmark and Hafnia Sub-Holding shall always be permitted to set off receivables owing between themselves in connection with the Merger and the sale of any Mortgaged Ship from Hafnia Denmark to Hafnia Sub-Holding as permitted by, and in accordance with, clauses 30.2 to 30.7 (*Changes to Obligors*) and 30.8 (*Sale of Mortgaged Ships*).

27.5 If an Event of Default is continuing, the Borrowers and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

Subsidiaries

27.6 The Borrowers shall not establish or acquire a company or other entity, except that in relation to Hafnia Sub-Holding, its Subsidiaries Hafnia Tankers ApS, Hafnia Tankers Shipholding Denmark ApS and Hafnia Tankers Shipholding Beta Pte. Ltd. are approved. This clause 27.6 shall not prohibit any merger permitted under clauses 21.13 to 21.14 (*Merger*).

Financial Indebtedness

27.7 No Borrower shall incur or permit to exist, any Financial Indebtedness owed by it to anyone else except:

(a) Financial Indebtedness incurred under the Finance Documents;

(b) unsecured Financial Indebtedness owed to another Group Member;

(c) any Financial Indebtedness arising as a result of any guarantee permitted by clause 26.9 (*Hedging Guarantees*) or clause 27.2 (*Loans and credit*);

(d) any Treasury Transactions with a Third Party Hedging Provider as permitted and in accordance with clause 26 (*Hedging Contracts*); and

(e) any trade credit incurred in the ordinary course of the business of that Borrower.

28 Events of Default

28.1 Each of the events or circumstances set out in clauses 28.2 to 28.41 is an Event of Default.

Non-payment

28.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

28.3 For the purposes of clause 28.2 and subject to the Agent's right to demand interest under clauses 8.3 to 8.5 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

28.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Agent in accordance with clause 19.7.

Value of security

28.5 The Borrowers do not comply with clause 25.12 (*Security shortfall*).

Insurance

28.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

28.7 Prior to any replacement cover being placed which has been approved by the Agent, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Agent (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

28.8 An Obligor does not comply with any provision of the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) (other than those referred to in clause 28.2 (*Non- payment*), clause 28.4 (*Financial covenants*), clause 28.5 (*Value of security*) and clauses 28.6 to 28.7 (*Insurance*)).

28.9 No Event of Default under clause 28.8 above will occur if the Agent (acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Agent giving notice to the Borrowers or the Parent and (B) the Borrowers or the Parent becoming aware of the failure to comply, provided in the case of clauses 19.15(i), 19.15(j) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

28.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

28.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

28.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

28.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

28.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a “Termination Event” as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

28.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

28.16 No Event of Default will occur under clauses 28.11 to 28.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 28.11 to 28.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies).

Insolvency

28.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

28.18 The value of the assets of any Obligor (except for the Borrowers) is less than its liabilities (taking into account contingent and prospective liabilities).

28.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

28.20 In the context of the balance sheet solvency of the Borrowers, if the Auditors of the Borrowers or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Agent acting on behalf of the Lenders (acting reasonably) to be material and (within thirty (30) days following the receipt by the Agent of the relevant accounts and notification to the Borrowers from the Agent that such qualification is deemed by the Agent to be material) the Borrowers or the Group, as applicable, fails either (i) to demonstrate to the Agent that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of the Borrowers or (ii) to agree with the Agent (acting on the instructions of the Lenders) a methodology for satisfying the Agent (acting on the instructions of the Lenders) that the qualification has no substantive adverse implications for the credit standing of the Borrowers.

Insolvency proceedings

28.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Obligor, any assets of the Borrowers or all or substantially all of the assets of any other Obligor (including the directors of the Borrowers requesting a person to appoint any such officer in relation to it or any of its assets or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

28.22 No Event of Default will occur under clause 28.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

28.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

28.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lenders may agree.

28.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any assets of the Borrowers or enforcement of any Security Interest over all or substantially all of the assets of any other Obligor.

28.26 No Event of Default shall occur under clauses 28.23 to 28.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 28.23 to 28.25 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 28.25 only:

(i) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement;

(ii) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(iii) solely by virtue of any Mortgaged Ship being arrested.

Unlawfulness and invalidity

28.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.

28.28 Any obligation or obligations of any Obligor under any Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement).

28.29 Any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.

28.30 Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

28.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 28.31 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

28.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned Subsidiary of the Parent.

Expropriation

28.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 28.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents (other than a Hedging Contract or a Hedging Master Agreement)

28.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or evidences an intention to rescind or repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement).

Litigation

28.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

28.36 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

28.37 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Agent giving notice to the Borrowers or relevant party to the applicable Non-obligor Security Document and (B) the Borrowers or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

28.38 Except with approval or as otherwise permitted by the terms of this Agreement, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

28.39 The Flag State of any Mortgaged Ship or Bermuda or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or in Bermuda or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Agent, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Agent to do so, such action as the Agent may require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Hedging Contracts

28.40 An Event of Default (as defined in any Hedging Contract or such other equivalent definition(s) in any Hedging Contract) has occurred and is continuing under any Hedging Contract.

28.41 An Early Termination Date (as defined in any Hedging Contract or such other equivalent definitions in any Hedging Contract) is designated under any Hedging Contract under section 6(a) of the relevant Hedging Master Agreement.

28.42 No Event of Default will occur under clauses 28.40 or 28.41 (*Hedging Contracts*) at any time during the Loan Period.

Acceleration

28.43 On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrowers:

(a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(d) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28.44 For the avoidance of doubt, no Event of Default will occur under clauses 28.10, 28.21, 28.22, 28.27, 28.28, 28.31 and 28.32 if:

(a) Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower as contemplated) is released in accordance with clauses 30.2 to 30.7 (*Merger*);

(b) security is released as a consequence of the sale or transfer of the Mortgaged Ships of Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) to Hafnia Sub-Holding in accordance with clause 30.8 (*Sale of Mortgaged Ships*);

(c) security is released as required by clause 25.14 (*Release of additional security*);

(d) security is released as permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*),

Section 9 - Changes to Parties

29 Changes to the Lenders

Assignments and transfers by the Lenders

29.1 Subject to this clause 29, a Lender (the **Existing Lender**) may assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to another bank or financial institution or to, a trust, fund, insurer, reinsurer, or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment or transfer

29.2 The consent of the Borrowers is required for an assignment or transfer by a Lender, unless the assignment or transfer is:

(a) to another Lender or an Affiliate of a Lender; or

(b) at a time when a Default has occurred and is continuing unremedied and unwaived.

29.3 Any consent of the Borrowers in relation to an assignment or transfer as described in Clause 29.2 above shall:

(a) in the case of an assignment or transfer to a trust, fund, insurer, reinsurer or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrowers; and

(b) in the case of an assignment or transfer to another bank or financial institution, not to be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrowers within that time.

29.4 An assignment will only be effective:

(a) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrowers and the other Finance Parties as it would have been under if it was an Original Lender;

(b) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Original Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;

(c) if the Commitment transferred shall be in an amount not less than ten million dollars ($10,000,000) (unless the assignment is of all an Existing Lender's Commitments and all of its participation in the Loans); and

(d) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

29.5 A transfer will be effective only if the procedure set out in clause 29.17 (*Procedure for transfer*) is complied with.

29.6 Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment or transfer becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

29.7 If:

(a) a Lender assigns or transfers any of its rights under the Finance Documents or changes its Facility Office; and

(b) as a result of circumstances existing at the date the assignment or transfer or change occurs, the Borrowers would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (*Tax Gross Up and Indemnities*) or clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment or transfer or change had not occurred.

Fee and expenses

29.8 The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $5,000. No Obligor shall be responsible for any cost and expenses (whether legal fees or otherwise) associated with any assignment or transfer by a lender of its rights under this Agreement.

Limitation of responsibility of Existing Lender

29.9 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(b) the financial condition of any Obligor;

(c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;

(d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or

(e) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

29.10 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(a) has made (and shall continue to make) its own independent investigation and assessment of :

(i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and

(ii) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document;

(b) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and

(c) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

29.11 Nothing in any Finance Document obliges an Existing Lender to:

(a) accept a re-assignment or re-transfer from a New Lender of any of the rights assigned or transferred under this clause 29 (*Changes to the Lenders*); or

(b) support any losses directly or indirectly incurred by the New Lender by reason of the non- performance by any Obligor of its obligations under the Finance Documents or by reason of the application of any Basel II Regulation to the transactions contemplated by the Finance Documents or otherwise.

Procedure for assignment

29.12 Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*) an assignment may be effected in accordance with clause 29.15 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 29.4 which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to clause 29.13, as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

29.13 The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

29.14 Subject to the Borrowers providing their consent under clause 29.2 (*Conditions of assignment*) if required, the Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultations with them.

29.15 On the Transfer Date:

(a) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;

(b) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and

(c) the New Lender shall become a Party to the Finance Documents as a "Lender" for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.

29.16 Lenders may utilise procedures other than those set out in clauses 29.12 to 29.15 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with clauses 29.12 to 29.15 (*Procedure for assignment*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*).

Procedure for transfer

29.17

(a) Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the Discharged Rights and Obligations);

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Arrangers, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a “Lender”.

(d) The procedure set out in this clause 29.17 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition of any applicable restriction shall have been satisfied.

Copy of Transfer Certificate to Borrowers

29.18 The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under clause 29.4, send a copy of that Transfer Certificate and such other documents to the Borrowers.

Security over Lenders' rights

29.19 In addition to the other rights provided to Lenders under this clause 29, each Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of any Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, pledge, assignment or Security Interest shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

The limitations on assignments or transfers by a Lender set out in any Finance Document, in particular in clause 29 (*Changes to the Lenders*), shall not apply to the creation or enforcement of any Security Interest pursuant to this clause 29.19.

30 Changes to the Obligors

30.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement (unless prohibited in those documents)).

Merger

30.2 Notwithstanding clause 30.1, Hafnia Tankers ApS and Hafnia Denmark shall be permitted to merge or consolidate with Hafnia Tankers ApS being the surviving entity by no later than 30 June 2020 (or such later date approved by the Agent) subject to:

(a) the Parent confirming that no Default is continuing or would occur as a result of Hafnia Tankers ApS becoming a Borrower under this Agreement, such confirmation to be made no earlier than three (3) Business Days before such merger;

(b) such documentation and information as is reasonably requested to evidence the merger or consolidation between Hafnia Denmark and Hafnia Tankers ApS with Hafnia Tankers ApS being the surviving entity, to be provided within seven (7) Business Days after such merger; and

(c) such documentation and information relating to Hafnia Tankers ApS as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

30.3 Each Party to this Agreement agrees that Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) will be released in full from all its rights and obligations under this Agreement (including, without limitation, its joint and several obligation to repay the Loans or pay interest or any other amount under this Agreement) upon the Agent serving a Release Notice addressed to each Party to this Agreement other than the Agent.

30.4 The Agent shall be obliged to execute and serve a Release Notice, and shall do so, no later than seven (7) Business Days after the Relevant Date. Each Relevant Party hereby authorizes the Agent to execute, on its behalf and serve a Release Notice after the Relevant Date.

30.5 Following the execution and service of a Release Notice by the Agent in accordance with the terms of this Agreement, Hafnia Denmark (or Hafnia Tankers ApS once its succeeds Hafnia Denmark as a Borrower) shall no longer be counted as a Party, a Borrower or an Obligor under the terms of any of the Finance Documents.

30.6 Each Obligor (other than Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower)) agrees that its liability under this Agreement and the other Finance Documents shall not be diminished, discharged, prejudiced, released or otherwise affected as a result of the execution and service of a Release Notice.

30.7 In clauses 30.2 to 30.6:

(a) "**Release Notice**" means a notice executed by the Agent (on behalf of each Relevant Party) and addressed to each other Party and referencing this Agreement and identifying itself as a Release Notice served under and in accordance with this Agreement.

(b) "**Relevant Date**" means the date requested by Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) which shall be no earlier than the first date by which (i) all Ships owned by Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) have been transferred to Hafnia Sub-Holding and (ii) all of the Conditions are satisfied to the Lenders' satisfaction.

(c) "**Relevant Party**" means each Party except for the Agent, Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) and the Parent.

Sale of Mortgaged Ships

30.8 Notwithstanding clause 30.1, Hafnia Denmark and Hafnia Tankers ApS (once it succeeds Hafnia Denmark as a Borrower) (at its own cost) shall be permitted to sell or transfer its Ships by one or more transfers to Hafnia Sub-Holding, subject to:

(a) the Obligors and Hafnia Sub-Holding executing and delivering such documents as the Security Agent may reasonably require including, without limitation, such documents required to create and perfect Security Interests by Hafnia Sub-Holding in favour of the Security Agent equivalent to the Mortgage, the General Assignment and other Security Documents originally entered into by Hafnia Denmark for such transferred Ship(s), updating the ownership registration in the Danish Registry, such that there is no time during the Facility Period which the Security Agent does not hold equivalent Security Interests (including, but not limited to, for each relevant Security Document, the registration of a statement containing the prescribed particulars of the charge with the Accounting and Corporate Regulatory Authority of Singapore which shall, in any event be provided within 30 days of the date of the relevant Security Document);

(b) no Event of Default then being continuing; and

(c) the execution and provision of such other documents, notices or consents (including any process agent appointment letters and any legal opinions from counsel to the Finance Parties with respect to, amongst other things, the creation and perfection of each relevant Security Interest created by Hafnia Sub-Holding) as the Agent or the Security Agent or the Lenders (through the Agent) may reasonably require.

If the conditions in this clause 30.8(the **Conditions**) are met to the Lenders' satisfaction (or are to be met to the Lenders' satisfaction within a timetable approved by the Lenders which shall include new Security Interests taking effect, as much as possible, simultaneous to the release of the Security Documents being released), the Security Agent shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship(s) to allow the relevant transfer.

Section 10 - The Finance Parties

31 Roles of Agent, Security Agent and Arranger

Appointment of the Agent

31.1 Each other Finance Party (other than the Security Agent) appoints the Agent to act as its agent under and in connection with the Finance Documents.

31.2 Each such other Finance Party authorises the Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

Instructions to Agent

31.3 ING Bank, a branch of ING-DiBa AG hereby exempts the Agent and the Security Agent from the restrictions pursuant to section 181 Alt. 2 Civil Code (Bürgerliches Gesetzbuch) and similar restrictions applicable to it pursuant to any other applicable law, in each case to the extent legally possible to ING Bank, a branch of ING-DiBa AG.

31.4 The Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(i) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(ii) in all other cases, the Majority Lenders; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.5 The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.6 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

31.7 The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.8 In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.9 The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.9 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Duties of the Agent

31.10 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

31.11 The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

31.12 Without prejudice to clause 29.18 (*Copy of Transfer Certificate to Borrowers*), clause 31.11 shall not apply to any Transfer Certificate.

31.13 Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

31.14 If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

31.15 If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement or any non-payment or other fee payable to a Hedging Provider under a Hedging Contract it shall promptly notify the other Finance Parties.

31.16 The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

Role of the Arrangers

31.17 Except as specifically provided in the Finance Documents, the Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

No fiduciary duties

31.18 Nothing in this Agreement constitutes the Agent or an Arranger as a trustee or fiduciary of any other person.

31.19 None of the Agent, the Security Agent or any Arranger shall be bound to account to any Lender or any Hedging Provider for any sum or the profit element of any sum received by it for its own account or have any obligations to the other Finance Parties beyond those expressly stated in the Finance Documents.

Business with the Group

31.20 The Agent, the Security Agent and any Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.

Rights and discretions of the Agent

31.21 The Agent may

(a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(b) assume that:

(i) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(ii) unless it has received notice of revocation, that those instructions have not been revoked; and

(c) rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate.

31.22 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:

(a) no Default has occurred (unless it has actual knowledge of a Default arising under clauses 28.2 (*Non-payment*));

(b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(c) any notice or request made by the Borrowers (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

31.23 The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in the conduct of its obligations and responsibilities under the Finance Documents.

31.24 Without prejudice to the generality of clause 31.23 or clause 31.25, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

31.25 The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

31.26 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(a) be liable for any error of judgment made by any such person; or

(b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

31.27 Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

31.28 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. The Agent and any Arranger may do anything which in its opinion, is necessary or desirable to comply with any law or regulation of any jurisdiction.

31.29 Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.30 Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 19 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrowers if such request would be in accordance with the terms of this Agreement.

Responsibility for documentation and other matters

31.31 Neither the Agent nor any Arranger is responsible or liable for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, any Arranger, an Obligor or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or of any representations in any Finance Document or of any copy of any document delivered under any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) any loss to the Trust Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;

(e) accounting to any person for any sum or the profit element of any sum received by it for its own account;

(f) the failure of any Obligor or any other party to perform its obligations under any Finance Document or the financial condition of any such person;

(g) ascertaining whether all deeds and documents which should have been deposited with it (or the Security Agent) under or pursuant to any of the Security Documents have been so deposited;

(h) investigating or making any enquiry into the title of any Obligor to any of the Charged Property or any of its other property or assets;

(i) failing to register any of the Security Documents with the Registrar of Companies or any other public office;

(j) failing to register any of the Security Documents in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;

(k) failing to take or require any Obligor to take any steps to render any of the Security Documents effective as regards property or assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;

(l) (unless it is the same entity as the Security Agent) the Security Agent and/or any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under the Security Documents; or

(m) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

31.32 The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

Exclusion of liability

31.33 Without limiting clause 31.34 (and without prejudice to any other provision of the Finance Documents excluding or limiting the liability of the Agent) the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Charged Property, unless directly caused by its gross negligence or wilful misconduct;

(b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Charged Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Charged Property; or

(c) without prejudice to the generality of paragraphs (a) and (b) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(i) any act, event or circumstance not reasonably within its control; or

(ii) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Payment Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

31.34 No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

31.35 The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

31.36 Nothing in this Agreement shall oblige the Agent or any Arranger to carry out

(a) any "know your customer" or other checks in relation to any person; or

(b) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender or any Hedging Provider and each Lender and each Hedging Provider confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Arranger.

31.37 Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Charged Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the Agent

31.38 Each Lender shall (in proportion (if no part of the Loan is then outstanding) to their shares of the Total Commitments or (at any other time) to their participations in the Loan and any undrawn Commitments under the Revolving Credit Facility) indemnify the Agent, within six (6) Business Days of demand, against:

(a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 35.20 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and

(b) any other Losses (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 31.23 (*Rights and discretions of the Agent*) and any Receiver in acting as its agent under the Finance Documents

in each case incurred by the Agent in acting as such under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property).

31.39 Subject to clause 31.40, the Borrowers shall within six (6) Business Days of demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 31.38.

31.40 Clause 31.39 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

Resignation of the Agent

31.41 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, each Hedging Provider, the Security Agent and the Borrowers.

31.42 Alternatively the Agent may resign by giving notice to the other Finance Parties and obtaining the Borrowers' consent (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), in which case the Majority Lenders (after consultation with the Borrowers) may appoint a successor Agent. The aforesaid consent of the Borrowers shall not be required at any time when a Default is continuing.

31.43 If the Majority Lenders have not appointed a successor Agent in accordance with clause 31.42 above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Borrowers and subject to the consent of the Borrowers if required under clause 31.42 above) may appoint a successor Agent.

31.44 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 31.43, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 31 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees.

31.45 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents..

31.46 The Agent's resignation notice shall only take effect upon the appointment of a successor.

31.47 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.45) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

Replacement of the Agent

31.48 After obtaining the prior consent of the Borrowers (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), the Majority Lenders may, by giving thirty (30) days' notice to the Agent replace the Agent by appointing a successor Agent. The aforesaid consent of the Borrowers shall not be required at any time when a Default is continuing.

31.49 The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.50 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent so long as, if required, the Borrowers' consent to the change of agent has been obtained. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.49) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

31.51 Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

31.52 The Agent shall resign in accordance with clause 31.48 above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 31.48 above) if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(a) the Agent fails to respond to a request under clause 12.23 to 12.26 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(b) the information supplied by the Agent pursuant to Clause 12.23 to 12.26 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(c) the Agent notifies the Borrowers and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

Confidentiality

31.53 In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its department, division or team directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions, departments or teams.

31.54 If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

31.55 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any Confidential Information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

Relationship with the Lenders and Hedging Providers

31.56 The Agent may treat the person shown in its records as Lender or as Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) a Hedging Provider acting through its Facility Office:

(a) entitled to or liable for any payment due under any Finance Document on that day; and

(b) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five (5) Business Days prior notice from that Lender or (as the case may be) a Hedging Provider to the contrary in accordance with the terms of this Agreement.

31.57 Any Lender or a Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) a Hedging Provider under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under clauses 37.9 to 37.11 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender or (as the case may be) a Hedging Provider for the purposes of clause 37.2 (*Addresses*) and clauses 37.9 to 37.11 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) a Hedging Provider.

31.58 Each Lender and each Hedging Provider shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent or the Security Agent to perform its functions as Agent or Security Agent.

31.59 Each Lender and each Hedging Provider shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

Credit appraisal by the Lenders and Hedging Providers

31.60 Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and each Hedging Provider confirms to each other Finance Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each Obligor and other Group Member;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) whether any Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Charged Property;

(e) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of the Security Documents or the existence of any Security Interest affecting the Charged Property.

Reference Banks

31.61 No Reference Bank is under any obligation to provide a quotation or any other information to the Agent but may do so at the Agent's request.

31.62 No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any quotation provided to the Agent, unless directly caused by its gross negligence or willful misconduct.

31.63 No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any quotation provided to the Agent, and any officer, employee or agent of each Reference Bank may rely on this clause subject to clauses 1.8 to 1.10 (*Third Party Rights*) and the provisions of the Third Parties Act.

31.64 Any Reference Bank which is not a party may rely on clauses 31.61 to 31.63 (*Reference Banks*), subject to clauses 1.8 to 1.10 (*Third Party Rights*) and the provisions of the Third Parties Act.

Deduction from amounts payable by the Agent

31.65 If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

Common parties

31.66 Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the Finance Parties and (as appropriate) security agent and trustee for the Finance Parties. Where any Finance Document provides for the Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

Security Agent

31.67 Each other Finance Party appoints the Security Agent to act as its agent and (to the extent permitted under any applicable law) trustee under and in connection with the Security Documents and confirms that the Security Agent shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to the beneficiaries of those Security Documents.

31.68 Each other Finance Party authorises the Security Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Agent and/or the Majority Lenders for execution by it.

31.69 The Security Agent accepts its appointment under clause 31.67 (*Security Agent*) as trustee of the Trust Property with effect from the date of this Agreement and declares that it holds the Trust Property on trust for itself, the other Finance Parties (for so long as they are Finance Parties) on and subject to the terms set out in clauses 31.67 - 31.88 (inclusive) and the Security Documents to which it is a party.

31.70 The security constituted by any Security Document governed by Danish law shall be granted in favour of the Security Agent as agent and representative (in Danish: fuldmægtig og repræsentant) for and on behalf of the Finance Parties in accordance with sections 1(3) and 18(1) of the Danish Capital Markets Act. Each of the Finance Parties appoints the Security Agent as agent and representative (in Danish: fuldmægtig og repræsentant) to receive and hold the security constituted by any Security Document governed by Danish law on behalf of and for the benefit of the Finance Parties and the Security Agent agrees to receive and hold such security.

31.71 The Parties agree that the Security Agent has the right to enforce each of the Security Documents governed by Danish law and to commence legal and other proceedings to enforce such Security Documents in its own name as agent and representative (in Danish: fuldmægtig og repræsentant) for and on behalf of, and to the benefit of, any of the Finance Parties, and it shall not be necessary for any of the Finance Parties to be joined as an additional party in any such proceedings for this purpose.

Application of certain clauses to Security Agent

31.72 Clauses 31.21 to 31.30 (*Rights and discretions of the Agent*), clause 31.31 (*Responsibility for documentation and other matters*), clause 31.32 (*No duty to monitor*), clauses 31.33 to 31.37 (*Exclusion of liability*), clauses 31.38 to 31.40 (*Lenders' indemnity to the Agent*), clauses 31.41 to 31.47 (*Resignation of the Agent*), clauses 31.48 to 31.52 (*Replacement of Agent*) clauses 31.53 to 31.55 (*Confidentiality*), clauses 31.56 to 31.59 (*Relationship with the Lenders and Hedging Providers*), clause 31.60 (*Credit appraisal by the Lenders and Hedging Providers*) and clause 31.65 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the Security Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "Security Agent" in its capacity as such and, in clauses 31.21 to 31.30 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.

31.73 In addition, clauses 31.41 to 31.47 (*Resignation of the Agent*) and clauses 31.48 to 31.52 shall, for the purposes of their application to the Security Agent pursuant to clause 31.72, have the following additional clause inserted after them:

(a) At any time after the appointment of a successor, the retiring Security Agent shall do and execute all acts, deeds and documents reasonably required by its successor to transfer to it (or its nominee, as it may direct) any property, assets and rights previously vested in the retiring Security Agent pursuant to the Security Documents and which shall not have vested in its successor by operation of law. All such acts, deeds and documents shall be done or, as the case may be, executed at the cost of the retiring Security Agent (except where the Security Agent is retiring under clause 31.48 as extended to it by clause 31.72, in which case such costs shall be borne by the Lenders (in proportion (if no Loan is then outstanding) to their shares of the Total Commitments or (at any other time) to their participations in the Loans and any undrawn Commitments under the Revolving Credit Facility).

Instructions to Security Agent

31.74 The Security Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Agent; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.75 The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Agent as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.76 Unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

31.77 The Security Agent may refrain from acting in accordance with any instructions of the Agent until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.78 In the absence of instructions, the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.79 The Security Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.79 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Order of application

31.80 The Security Agent agrees to apply the Trust Property and each other beneficiary of the Security Documents agrees to apply all moneys received by it in the exercise of its rights under the Security Documents in accordance with the following respective claims:

(a) **first**, as to a sum equivalent to the amounts payable to the Security Agent under the Finance Documents (excluding any amounts received by the Security Agent pursuant to clauses 31.38 to 31.40 (*Lenders' indemnity to the Agent*) as extended to the Security Agent pursuant to clause 31.72 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;

(b) **secondly**, as to a sum equivalent to the aggregate amount then due and owing to the other Finance Parties (other than the Hedging Providers) under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement), for those Finance Parties absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(c) **thirdly**, as to a sum equivalent to the aggregate amount then due and owing to the Hedging Providers under the Hedging Contracts or any Hedging Master Agreement, for those Hedging Providers absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(d) **fourthly**, until such time as the Security Agent is satisfied that all obligations owed to the Finance Parties have been irrevocably and unconditionally discharged in full, held by the Security Agent on a suspense account for payment of any further amounts owing to the Finance Parties under the Finance Documents and further application in accordance with this clause 31.80 as and when any such amounts later fall due;

(e) **fifthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and

(f) **sixthly**, as to the balance (if any), for the Obligors by or from whom or from whose assets the relevant amounts were paid, received or recovered or other person entitled to them.

31.81 The Security Agent and each other beneficiary of the Security Documents shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, it save that (without prejudice to any other provision contained in any of the Security Documents) the Security Agent (acting on the instructions of the Agent) and any other beneficiary of the Security Documents or any receiver or administrator may credit any moneys received by it to a suspense account for so long and in such manner as the Security Agent), any other beneficiary of the Security Documents or such receiver or administrator may from time to time determine with a view to preserving the rights of the Finance Parties or any of them to prove for the whole of their respective claims against the Borrowers or any other person liable.

31.82 The Security Agent and/or any other beneficiary of the Security Documents shall obtain a good discharge in respect of the amounts expressed to be due to the other Finance Parties as referred to in clauses 31.80 and 31.81 by paying such amounts to the Agent for distribution in accordance with clause 35 (*Payment mechanics*).

Powers and duties of the Security Agent as trustee of the security

31.83 In its capacity as trustee in relation to the Trust Property, the Security Agent:

(a) shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with the provisions of this Agreement or any of the Security Documents), have all the same powers and discretions as a natural person acting as the beneficial owner of such property and/or as are conferred upon the Security Agent by this Agreement and/or any Security Document but so that the Security Agent may only exercise such powers and discretions to the extent that it is authorised to do so by the provisions of this Agreement;

(b) shall (subject to clause 31.80 (*Order of application*)) be entitled (in its own name or in the names of nominees) to invest moneys from time to time forming part of the Trust Property or otherwise held by it as a consequence of any enforcement of the security constituted by any Finance Document which, in the reasonable opinion of the Security Agent, it would not be practicable to distribute immediately, by placing the same on deposit in the name or under the control of the Security Agent as the Security Agent may think fit without being under any duty to diversify the same and the Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations except for any loss arising from the Security Agent's gross negligence or wilful misconduct;

(c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, employ and pay any agent (whether being a lawyer or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Agent (including the receipt and payment of money) and on the basis that (i) any such agent engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner or employee of his or her in connection with such employment and (ii) the Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such agent if the Security Agent shall have exercised reasonable care in the selection of such agent; and

(d) may place all deeds and other documents relating to the Trust Property which are from time to time deposited with it pursuant to the Security Documents in any safe deposit, safe or receptacle selected by the Security Agent exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care and may make any such arrangements as it thinks fit for allowing Obligors access to, or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession if it has exercised reasonable care in the selection of a safe deposit, safe, receptacle or firm of solicitors or company (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

All enforcement action through the Security Agent

31.84 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in favour of the Security Agent only or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent.

31.85 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in their favour or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent. If any Finance Party (other than the Security Agent) is a party to any Security Document it shall promptly upon being requested by the Agent to do so grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to exercise any rights, discretions or powers or to grant any consents or releases under such Security Document.

Co-operation to achieve agreed priorities of application

31.86 The other Finance Parties shall co-operate with each other and with the Security Agent and any receiver or administrator under the Security Documents in realising the property and assets subject to the Security Documents and in ensuring that the net proceeds realised under the Security Documents after deduction of the expenses of realisation are applied in accordance with clause 31.80 (*Order of application*).

Indemnity from Trust Property

31.87 In respect of all liabilities, costs or expenses for which the Obligors are liable under this Agreement, the Security Agent and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate (each a **Relevant Person**) shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, damages, costs, claims, charges or expenses whatsoever properly incurred or suffered by such Relevant Person:

(a) in the execution or exercise or bona fide purported execution or exercise of the trusts, rights, powers, authorities, discretions and duties created or conferred by or pursuant to the Finance Documents;

(b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;

(c) in respect of any Environmental Claim made or asserted against a Relevant Person which would not have arisen if the Finance Documents had not been executed; and

(d) in respect of any matter or thing done or omitted in any way in accordance with the terms of the Finance Documents relating to the Trust Property or the provisions of any of the Finance Documents.

31.88 The rights conferred by clause 31.87 are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents. Nothing contained in clause 31.87 shall entitle the Security Agent or any other person to be indemnified in respect of any liabilities, damages, costs, claims, charges or expenses to the extent that the same arise from such person's own gross negligence or wilful misconduct.

Finance Parties to provide information

31.89 The other Finance Parties shall provide the Security Agent with such written information as it may reasonably require for the purposes of carrying out its duties and obligations under the Security Documents and, in particular, with such necessary directions in writing so as to enable the Security Agent to make the calculations and applications contemplated by clause 31.80 (*Order of application*) above and to apply amounts received under, and the proceeds of realisation of, the Security Documents as contemplated by the Security Documents, clauses 35.8 to 35.10 (*Partial payments*) and clause 31.80 (*Order of application*).

Release to facilitate enforcement and realisation

31.90 Each Finance Party acknowledges that pursuant to any enforcement action by the Security Agent (or a Receiver) carried out on the instructions of the Agent it may be desirable for the purpose of such enforcement and/or maximising the realisation of the Charged Property being enforced against, that any rights or claims of or by the Security Agent (for the benefit of the Finance Parties) and/or any Finance Parties against any Obligor and/or any Security Interest over any assets of any Obligor (in each case) as contained in or created by any Finance Document, other than such rights or claims or security being enforced, be released in order to facilitate such enforcement action and/or realisation and, notwithstanding any other provision of the Finance Documents, each Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to fully effect such enforcement action and realisation including, without limitation, to the extent necessary for such purposes to execute release documents in the name of and on behalf of the Finance Parties. Where the relevant enforcement is by way of disposal of shares in a Relevant Borrower, the requisite release may include releases of all claims (including under guarantees) of the Finance Parties and/or the Security Agent against such Borrower and of all Security Interests over the assets of such Borrower.

Undertaking to pay

31.91 Each Obligor which is a Party undertakes with the Security Agent on behalf of the Finance Parties that it will, within six (6) Business Days of demand by the Security Agent, pay to the Security Agent all money from time to time owing, and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.

Additional trustees

31.92 The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrowers to appoint any person approved by the Borrowers (such approval not to be unreasonably withheld or delayed) either to act as separate trustee or as co-trustee jointly with the Security Agent:

(a) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;

(b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or

(c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and any person so appointed shall (subject to the provisions of this Agreement) have such rights (including as to reasonable remuneration), powers, duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Agent shall have power to remove any person so appointed. At the request of the Security Agent, the other parties to this Agreement shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Agent in its name and on its behalf to do the same. Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent and (subject always to the provisions of this Agreement) have such trusts, powers, authorities, liabilities and discretions (not exceeding those conferred on the Security Agent by this Agreement and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (being no less onerous than would have applied to the Security Agent but for the appointment). The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

Non-recognition of trust

31.93 It is agreed by all the parties to this Agreement that:

31.94 in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be constituted by this clause 31, the relationship of the Security Agent and the other Finance Parties shall be construed as one of principal and agent, but to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties to this Agreement; and

31.95 the provisions of this clause 31 insofar as they relate to the Security Agent in its capacity as trustee for the Finance Parties and the relationship between themselves and the Security Agent as their trustee may be amended by agreement between the other Finance Parties and the Security Agent. The Security Agent may amend all documents necessary to effect the alteration of the relationship between the Security Agent and the other Finance Parties and each such other party irrevocably authorises the Security Agent in its name and on its behalf to execute all documents necessary to effect such amendments.

32 Conduct of business by the Finance Parties

Finance Parties tax affairs

32.1 No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

Finance Parties acting together

32.2 Notwithstanding clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 28.43 (*Acceleration*) the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrowers and any other Obligor and generally administer the Facilities in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

32.3 Clause 32.2 shall not override clause 31 (*Roles of Agent*, *Security Agent and Arranger*) as it applies to the Security Agent.

Majority Lenders

32.4 Where any Finance Document provides for any matter to be determined by reference to the opinion of, or to be subject to the consent, approval or request of, the Majority Lenders or for any action to be taken on the instructions of the Majority Lenders (a **majority decision**), such majority decision shall (as between the Lenders) only be regarded as having been validly given or issued by the Majority Lenders if all the Lenders shall have received prior notice of the matter on which such majority decision is required and the relevant majority of Lenders shall have given or issued such majority decision. However (as between any Obligor and the Finance Parties) the relevant Obligor shall be entitled (and bound) to assume that such notice shall have been duly received by each Lender and that the relevant majority shall have been obtained to constitute Majority Lenders when notified to this effect by the Agent whether or not this is the case.

32.5 If, within ten (10) Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date) such Lender's Commitment shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request, its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request and the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of sixty six and two thirds per cent (66⅔) of those Lenders (measured in terms of the Total Commitments of those Lenders) which have so responded.

32.6 For the purposes of clause 32.5, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

Conflicts

32.7 The Borrowers acknowledge that any Arranger and its parent undertaking, subsidiary undertakings and fellow subsidiary undertakings (together an **Arranger Group**) may be providing debt finance, equity capital or other services (including financial advisory services) to other persons with which the Borrowers may have conflicting interests in respect of the Facilities or otherwise.

32.8 No member of an Arranger Group shall use Confidential Information gained from any Obligor by virtue of the Facilities or its relationships with any Obligor in connection with their performance of services for other persons. This shall not, however, affect any obligations that any member of an Arranger Group has as Agent in respect of the Finance Documents. The Borrowers also acknowledge that no member of an Arranger Group has any obligation to use or furnish to any Obligor information obtained from other persons for their benefit.

32.9 The terms **parent undertaking**, **subsidiary undertaking** and **fellow subsidiary undertaking** when used in this clause have the meaning given to them in sections 1161 and 1162 of the Companies Act 2006.

33 Sharing among the Finance Parties

Payments to Finance Parties

33.1 If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 35 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 35 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three (3) Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clauses 35.8 to 35.10 (*Partial payments*).

This clause 33.1 does not apply to any Recovered Amount to the extent that such Recovered Amount constitutes due payments owing and payable by any Borrower to a Hedging Provider under a relevant Hedging Contract (unless such amounts have not been paid to and received by a Hedging Provider in accordance with the Finance Documents, in which case, clause 33.1 would apply to such amount received by that Hedging Provider).

Redistribution of payments

33.2 The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clauses 35.8 to 35.10 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

Recovering Finance Party's rights

33.3 On a distribution by the Agent under clause 33.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

Reversal of redistribution

33.4 If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

Exceptions

33.5 This clause 33 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.

33.6 A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(a) it notified that other Finance Party of the legal or arbitration proceedings;

(b) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and

(c) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

34 Position of Hedging Providers

Rights of Hedging Providers

34.1 Each Hedging Provider (but not, for the avoidance of doubt, any Third Party Hedging Provider) is a Finance Party and as such, will be entitled to share in the security constituted by the Security Documents in respect of any liabilities of the Borrowers under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.

No voting rights

34.2 No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

Acceleration and enforcement of security

34.3 Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 28 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements of the Hedging Providers except to the extent that the relevant Hedging Provider is also a Lender or an Affiliate of a Lender.

35 Payment mechanics

Payments to the Agent

35.1 On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

35.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

Distributions by the Agent

35.3 Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 35.4 (*Distributions to an Obligor*) and clauses 35.5 to 35.7 (*Clawback and pre- funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

Distributions to an Obligor

35.4 The Agent may (with the consent of the Obligor or in accordance with clause 36 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

Clawback and pre-funding

35.5 Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

35.6 Unless clause 35.7 applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

35.7 If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrowers before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to a Borrower:

(a) the Agent shall notify the Borrowers of that Lender's identity and the Borrowers shall on demand refund it to the Agent; and

(b) the Lender by whom those funds should have been made available shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

Partial payments

35.8 If the Agent receives a payment for application against amounts in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(a) **firstly**, in or towards payment *pro rata* of any unpaid amount owing to the Agent, the Security Agent, the Facility Co-ordinator or the Arrangers under those Finance Documents;

(b) **secondly**, in or towards payment to the Lenders *pro rata* of any amount owing to the Lenders under clause 31.39 (*Lenders' indemnity to the Agent*) including any amount owing to the Lenders under clause 31.39 as a result of clauses 31.38 to 31.40 being extended to the Security Agent by clause 31.72 (*Application of certain clauses to Security Agent*);

(c) **thirdly**, in or towards payment to the Lenders *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement);

(d) **fourthly**, in or towards payment to the Lenders *pro rata* of any principal which is due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement) (and, for this purpose, all monies shall be applied to reduce the Loans *pro rata*);

(e) **fifthly**, in or towards payment to the Hedging Providers *pro rata* of any sums owing to them under any of those Finance Documents (other than any swap termination sums / close out payments owing to them under the Hedging Contracts);

(f) **sixthly**, in or towards payment to the Hedging Providers *pro rata* of any termination sums owing to them under the Hedging Contracts; and

(g) **seventhly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

35.9 The Agent shall, if so directed by all the Lenders and each Hedging Provider, vary the order set out in paragraphs (b) to (e) of clause 35.8.

35.10 Clauses 35.8 and 35.9 above will override any appropriation made by an Obligor.

No set-off by Obligors

35.11 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

35.12 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

35.13 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

35.14 Subject to clauses 35.15 to 35.16, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

35.15 A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

35.16 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.

35.17 All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

35.18 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrowers); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

35.19 If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrowers) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

35.20 If either the Agent determines (in its discretion) that a Payment Disruption Event has occurred or the Agent is notified by the Borrowers that a Payment Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrowers, consult with the Borrowers with a view to agreeing with the Borrowers such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrowers in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrowers shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 41 (*Amendments and waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 35.20; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

Hedging

35.21 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in clauses 35.11, 35.12, 35.14, 35.16, 35.18 and 35.20 above do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

36 Set-off

36.1 A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

36.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 36 (*Set-off*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

37 Notices

Communications in writing

37.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax (which shall always be accompanied by email) or letter.

Addresses

37.2 The address, and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;

(c) in the case of the Security Agent, the Agent, the Arrangers, the Hedging Providers and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and

(d) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, fax number, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

Delivery

37.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(a) if by way of fax, when received in legible form; or

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

and, if a particular department or officer is specified as part of its address details provided under clause 37.2 (*Addresses*), if addressed to that department or officer.

37.4 Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).

37.5 All notices from or to an Obligor shall be sent through the Agent.

37.6 Any communication or document made or delivered to the Borrowers in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

37.7 Any communication or document which becomes effective, in accordance with clauses 37.3 to

37.6 above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following Business Day.

Notification of address and fax number

37.8 Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 37.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

Electronic communication

37.9 Any communication to be made between the Agent and a Lender or a Hedging Provider or an Obligor under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including by way of the Agent's Debtdomain system), if the Agent and the relevant Lender or Hedging Provider or Obligor:

(a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(c) notify each other of any change to their address or any other such information supplied by them.

37.10 Any electronic communication made between the Agent and a Lender or a Hedging Provider or an Obligor will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender or a Hedging Provider or an Obligor to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose. Any such electronic communication which becomes effective, in accordance with the above provisions in the place of receipt after 5:00pm shall be deemed only to become effective on the following day.

37.11 All Lenders and Hedging Providers confirm that they have consented to the use of the Agent's Debtdomain systems as an accepted method of communication under or in connection with the Finance Documents and agree that the Debtdomain system will be the primary method of communication between the Agent, the Lenders and the Hedging Providers. The Lenders and the Hedging Providers acknowledge that a communication via Debtdomain will be effective once the communication is posted to Debtdomain by the Agent.

English language

37.12 Any notice given under or in connection with any Finance Document shall be in English.

37.13 All other documents provided under or in connection with any Finance Document shall be: (a) in English; or

(b) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Hedging

37.14 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 37 (*Notices*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

38 Calculations and certificates

Accounts

38.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

38.2 Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

38.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

Hedging

38.4 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 38 (*Calculations and certificates*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

39 Partial invalidity

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

39.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 39 (*Partial invalidity*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

40 Remedies and waivers

40.1 No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

40.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 40 (*Remedies and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

41 Amendments and waivers

Required consents

41.1 Subject to clause 41.3 (*All Lender matters*) and clauses 41.6 to 41.7 (*Other exceptions*), any term of the Finance Documents may be amended or waived with the consent of the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent or the Security Agent, the consent of the Agent or the Security Agent) and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties.

41.2 The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 41.

All Lender matters

41.3 Subject to clause 41.5 (*Replacement of Screen Rate*), an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to:

(a) the definition of “Change of Control Event” in clause 1.1 (*Definitions*); (b) the definition of “Majority Lenders” in clause 1.1 (*Definitions*);

(c) the definition of “Last Availability Date” in clause 1.1 (*Definitions*);

(d) the definition of “Restricted Party”, “Sanctions” or “Sanctions List” or any provision in this Agreement which relates to Sanctions;

(e) an extension to the date of payment of any amount under the Finance Documents;

(f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;

(g) an increase in, or an extension of, any Commitment or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facilities;

(h) an increase in the Total Commitments or an extension of any period within which a Facility is available for Utilisation;

(i) a change to any Borrower or any other Obligor other than as contemplated by the Merger, or pursuant to a release of Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) as contemplated, and in accordance with, clauses 30.2 to 30.7 (*Merger*);

(j) any provision which expressly requires the consent or approval of all the Lenders;

(k) clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), clause 7.11 (*Illegality*), clause 29 (*Changes to the Lenders*), clause 33.1 (*Payments to Finance Parties*), this clause 41, clause 45 (*Governing law*) or clauses 46.1 to 46.3 (*Jurisdiction of Singapore courts*);

(l) the order of distribution under clauses 35.8 to 35.10 (*Partial payments*); (m) the order of distribution under clause 31.80 (*Order of application*);

(n) the currency in which any amount is payable under any Finance Document;

(o) the nature or scope of the Charged Property (including for the avoidance of doubt, the Hedging Guarantee set out at clause 26.9 (*Hedging Guarantee*)) or the manner in which the proceeds of enforcement of the Security Documents are distributed;

(p) the nature or scope of the guarantee and indemnity granted under clause 17 (*Guarantee and indemnity*); or

(q) the circumstances in which the security constituted by the Security Documents are permitted or required to be released under any of the Finance Documents except where the same relates to (i) a sale of a Mortgaged Ship permitted by the terms of this Agreement, (ii) a release required by clause 25.14 (*Release of additional security*), (iii) a release permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) or (iv) the sale or transfer of the Mortgaged Ships of Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) to Hafnia Sub-Holding permitted by clause 30.8;

(r) clauses 7.15 (*Sale*) to 7.19 (*Total Loss*);

shall not be made, or given, without the prior consent of all the Lenders (and the Hedging Providers, only in relation to an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to paragraphs (i), (l), (m), (o), (p) and (q) of this clause).

41.4 An amendment or waiver which directly relates to the rights or obligations of a Hedging Provider (in its capacity as such) (including for the avoidance of doubt, the Hedging Guarantee set out at clause 26.9 (*Hedging Guarantee*)) may not be effected without the consent of that Hedging Provider.

Replacement of Screen Rate

41.5 Subject to clauses 41.6 to 41.7 (*Other exceptions*), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:

(a) providing for the use of a Replacement Benchmark in place of (or in addition to) the Screen Rate; and

(b) any or all of the following:

(i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(iii) implementing market conventions applicable to that Replacement Benchmark;

(iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark;

(v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrowers.

(c) In this clause 41.5:

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Benchmark means a benchmark rate which is:

(i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(A) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(ii) in the opinion of the Majority Lenders and the Borrowers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(iii) in the opinion of the Majority Lenders and the Borrowers, an appropriate successor to the Screen Rate.

Screen Rate Replacement Event means, in relation to the Screen Rate:

(i) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders, and the Borrowers materially changed;

(ii) any of the following applies:

(A) either:

(1) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(B) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(C) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or

(D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(iii) in the opinion of the Majority Lenders and the Borrowers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

Other exceptions

41.6 An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, Security Agent or the Arrangers (as the case may be).

41.7 Notwithstanding clauses 41.1 to 41.4 (inclusive), the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

Releases

41.8 Except with the approval of the Lenders or for a release which is expressly permitted or required by the Finance Documents (including, without limitation, as referred to in clause 41.3(o) (*All lender matters*), the Agent shall not have authority to authorise the Security Agent to release:

(a) any Charged Property from the security constituted by any Security Document; or

(b) any Obligor from any of its guarantee or other obligations under any Finance Document.

For the avoidance of doubt, the approval of the Lenders is not required in relation to a release of security constituted by any Security Document as a result of a sale or transfer of any Ship from Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) to Hafnia Sub-Holding as permitted by, and in accordance with, clause 30.8 (*Sale of Mortgaged Ship*).

Hedging

41.9 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 41 (*Amendments and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by any Borrower with any Hedging Provider in connection with the Facilities.

41.10 **Disenfranchisement of any Borrower, Parent and their Affiliates**

(a) For so long as any Borrower, Parent or its Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:

(i) in ascertaining:

(A) the Majority Lenders; or

(B) whether:

(1) any relevant percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or

(2) the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

such Commitment shall be deemed to be zero and that Borrower, Parent or its Affiliate or the person with whom it has entered into that sub-participation, other agreement or arrangement shall be deemed not to be Lender for the purposes of paragraphs (A) and (B) above.

(b) Each Borrower, Parent or their Affiliate that is a Lender agrees that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the other Lenders.

(c) For the purposes of this clause 41.10, each Lender shall promptly notify the Agent in writing of any proposed or actual sub-participation or that such Lender intends to enter into, or has entered into, any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of any Commitment or amount outstanding under this Agreement and the identity of any sub-participant (a **Notifiable Transaction**). A Lender shall promptly notify the Agent if a Notifiable Transaction to which it is a party is terminated or ceases to be with a Borrower, Parent or its Affiliates.

42 Confidentiality

Confidential Information

42.1 Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 42.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

42.2 Any Finance Party may disclose:

(a) to any of its Affiliates, head offices, regional offices and all its other affiliated companies, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Facilities and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price- sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraphs (b) (i) or (b) (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under clause 31.57 (*Relationship with the Lenders and Hedging Providers*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b) (i) or (ii) above;

(v) to whom information is required or requested or where it is considered by a Finance Party to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi- government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrowers; or

(ix) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security Interest (or may do so) pursuant to clause 29.19 (*Security over Lenders' rights*).

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to sub-paragraphs (i), (ii) and (iii) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-paragraph (iv) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidential Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-paragraphs (v), (vi) and (ix) of paragraph (b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any service provider or any person appointed by that Finance Party (whether in Singapore or outside Singapore) or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter-terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with that Finance Party or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrowers and the relevant Finance Party;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrowers and the relevant Finance Party or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(f) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person whom that Finance Party believes in good faith to be an authorised signatory of any Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor; and

(g) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act (Chapter 19) of Singapore which sets out, inter alia, the persons to whom customer information may be disclosed.

Entire agreement

42.3 This clause 42 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

42.4 Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

42.5 Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrowers:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 42.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 42 (*Confidentiality*).

Continuing obligations

42.6 The obligations in this clause 42 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve (12) months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

Publication

42.7 Each Finance Party agrees that it will not make any public announcement, comment or statement about their arrangement or participation in the Facilities without the prior written consent of the Borrowers, save that following the first Utilisation Date, the Agent and/or any Lender may disclose the Borrowers' names, it's commitments and roles hereunder and any other information already in the public domain without the Borrowers' consent.

42.8 Clause 42.2 above is not and shall not be deemed to constitute, an express or implied agreement by any Finance Party with any Obligor for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Singapore Banking Act (Chapter 19).

Personal Data Protection Act

42.9 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations (including, without limitation, the Personal Data Protection Act 2012 of Singapore (the **PDPA**)), prior to the disclosure of any Personal Data to a Finance Party, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to a Finance Party to allow that Finance Party to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to a Finance Party has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify that Finance Party thereof and promptly provide to that Finance Party with the updated Personal Data. Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

For the purposes of this clause 42.9:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/ her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and any Finance Party;

Personal Data shall have the meaning given to it in the PDPA;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction;

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Finance Parties applying to the Transaction; and

(c) such other purposes as set out in the Finance Party's data privacy statement (a copy of which has been extended to each Obligor); and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Finance Parties, including the exercise of all rights, remedies and powers of or by the Finance Parties, as contemplated under the Agreement and the other Finance Documents.

43 Counterparts

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

44 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each Obligor acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12 - Governing Law and Enforcement

45 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

46 Enforcement

Jurisdiction of Singapore courts

46.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

46.2 The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

46.3 Clauses 46.1 and 46.2 are for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Service of process

46.4 Without prejudice to any other mode of service allowed under any relevant law, the Parent and Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower):

(a) irrevocably appoints Hafnia Tankers Shipholding Singapore Pte. Ltd. as its Singapore process agent as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent or, as the case may be, Hafnia Denmark (or Hafnia Tankers ApS once it succeeds Hafnia Denmark as a Borrower) of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrowers

Name:	Hafnia Tankers Shipholding Singapore Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (**or equivalent, if any**)	201435378N
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Name:	Hafnia Tankers Shipholding Alpha Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (**or equivalent, if any**)	201734272H
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Name:	Hafnia Tankers Shipholding Denmark 1 ApS* * This company is expected to be subject to a merger with Hafnia Tankers ApS which will be the surviving entity and which as a matter of law shall succeed to all of the rights and obligations of Hafnia Tankers Shipholding Denmark 1 ApS as a Borrrower under this Agreement.
Original Jurisdiction	Denmark
Registration number (or equivalent, if any)	CVR: 3552 9225 or, following the completion of any merger with Hafnia Tankers ApS where the latter entity is the surviving entity, 33082231
Singapore process agent	Hafnia Tankers Shipholding Singapore Pte. Ltd.
Registered office	Tuborg Boulevard 5 DK-2900 Hellerup Denmark
Email communications	corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Name:	Hafnia Tankers Singapore Sub-Holding Pte. Ltd.
Original Jurisdiction	Singapore
Registration number (or equivalent, if any)	201734265H
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	Hafnia Tankers Shipholding Singapore Pte. Ltd.
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Email communications	corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Lenders

Name	**ING Bank, a branch of ING-DiBa AG**
Facility Office, address, fax number and attention details for notices	Contact – Credit Matters: Name: Jens Van Yperzeele; Yuan Yuan Tan (SGP) / François Lagoutte; Bart Doets (FRF) Address: 1 Wallich street, #12-01 Guoco Tower, Singapore 078881 / Hamburger Allee 1, 60486 Frankfurt am Main, Germany Telephone: +65 6232 6506 / +65 6232 6511 / +49 (0)6927 222 62006 / +49 (0)6927 222 62360 Telefax: +65 6532 5303 E-mail: Jens.Van.Yperzeele@asia.ing.com / Yuan.Yuan.Tan@asia.ing.com / Francois.Lagoutte@ing.de / Bart.Doets@ing.de Contact – Operations/Administrations: Name: Lending Operations Address: Hamburger Allee 1, 60486 Frankfurt am Main, Germany Telephone: +49 69 27222 62 -235 / -347 / -361 / -313 E-mail: execution@ing.com
Term Loan Facility Commitment ($)	$ 72,852,196.00
Revolving Credit Facility Commitment ($)	$ 10,747,804.00
Total:	$ 83,600,000.00

Name	**ABN AMRO Bank N.V., Singapore Branch**
Facility Office, address, fax number and attention details for notices	182 Cecil Street, Level 23 Frasers Tower, Singapore 069547 Contact Persons: Zhang Si Ming / Alexander Tan / Dinah Soh/ Wai Ee Leong / Buck Hui Koh / Leow Zhen Kai / Rajbir Talwar / Darryl Tan / Faith Cheah Telephone Number: (+65) 6597 8612 / 6597 1064 / 6597 8993 / 6597 8581 / 6597 5396 / 6597 8646 / 6594 8508 / 6597 8952 / 6597 8971 Fax Number: +(65) 6597 8983 Email Address: mail_midoffice@sg.abnamro.com / raj.talwar@sg.abnamro.com / zhen.kai.leow@sg.abnamro.com / Darryl.tan@sg.abnamro,com / Faith.cheah@sg.abnamro.com
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

Name	**BNP Paribas**
Facility Office, address, fax number and attention details for notices	For Credit Matters: Name: Matthew FORREST / Cheryl YEO / Eileen NG / Wai Yee KONG / Queenie WONG / Aaron LI Address: 10 Collyer Quay, #34-01 Ocean Financial Centre, Singapore 049315 Telephone: +65 6210 1336 / +65 6210 1802 / +65 6210 1509 / +65 6210 1638 Telefax: +65 61210 1506 E-mail: matthew.forrest@asia.bnpparibas.com / cheryl.yeo@asia.bnpparibas.com / eileen.ng@asia.bnpparibas.com / waiyee.kong@asia.bnpparibas.com / queenie.wong@asia.bnpparibas.com/ aaron.li@asia.bnpparibas.com For Operations/Administration: Name: Client Management – Loan Services / Mei Ling LEE / Hwee Boon KOK Address: 10 Collyer Quay, #33-01, Ocean Financial Centre, Singapore 049315 Telephone: +65 6461 2802 Telefax: +65 6210 4535 E-mail: clm_ops_loan_services_singapore@asia.bnpparibas.com / meiling.lee@asia.bnpparibas.com / hweeboon.kok@asia.bnpparibas.com (cc: eileen.ng@asia.bnpparibas.com)
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

Name	**Crédit Agricole Corporate & Investment Bank**
Facility Office, address, fax number and attention details for notices	Address: 12, place des Etats-Unis CS 70052 92547 MONTROUGE CEDEX France Contact – Operations/Administrations: Name: Clémentine Costil / Romy Roussel Address: CA-CIB Middle Office Shipping Telephone: +33 1 4189 3133 E-mail: clémentine.costil@ca-cib.com Contact – Credit Matters: Name: Tobias Gilje Address: Ruselokkveien 6, 0251 Oslo, Norway Telephone: +47 2201 0650 E-mail: tobias.gilje@ca-cib.com
Term Loan Facility Commitment ($)	$ 54,639,147.00
Revolving Credit Facility Commitment ($)	$ 8,060,853.00
Total:	$ 62,700,000.00

Name	**Danish Ship Finance A/S**
Facility Office, address, fax number and attention details for notices	**Credit matters:** Sankt Annae Plads 3, DK-1250 Copenhagen K, Denmark Email: bek@shipfinance.dk; pkr@shipfinance.dk and pte@shipfinance.dk **Operations/Administrations:** Loan Administration Department Sankt Annae Plads 3, DK-1250 Copenhagen K, Denmark E-mail: loanadmin@shipfinance.dk
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

Name	**Danske Bank, Norwegian Branch**
Facility Office, address, fax number and attention details for notices	Address: Søndre Gate 13-15, 7466 Trondheim, Norway Attention: Einar Stavrum & Maren Wæhler, Credit Matters Email: Einar.stavrum@danskebank.com, wh@danskebank.com
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

Name	**Oversea-Chinese Banking Corporation**
Facility Office, address, fax number and attention details for notices	Contact – Credit Matters: Name: Angeline Teo / Clara Lim / Lam Wai Kay Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 8708 / 6530 7310 / 6530 4988 Telefax: (+65) 6536 9327 E-mail: AngelineTeo@ocbc.com / ClaraLim@ocbc.com / waikaylam@ocbc.com Contact – Operations/Administrations: Name: Kathy Ho / Ong Chui Lan Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 1595 / 6530 4202 Telefax: (+65) 6536 9327 E-mail: HoMLKathy@ocbc.com / ongchuilan@ocbc.com
Term Loan Facility Commitment ($)	$ 42,700,450.00
Revolving Credit Facility Commitment ($)	$ 6,299,550.00
Total:	$ 49,000,000.00

Name	**Standard Chartered Bank (Singapore) Limited**
Facility Office, address, fax number and attention details for notices	8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 26, Singapore 018981 Contact – Credit Matters: Name: Amy Chow / Chonawut Mick Prasatsak / Steve Lai / Lynette Chee Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 26, Singapore 018981 Telephone: +65 6596 7547 / / +65 6918 1899 / +65 6596 7229 / +65 6596 6294 E-mail: Chow.Amy-See-Bing@sc.com / Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Xiulinglynette.Chee@sc.com Contact – Operations/Administrations: Name: Global Lending Services / Chonawut Mick Prasatsak / Steve Lai / Valerie Toh / Cherrie Liew Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 23, Singapore 018981 Telephone: +91 8939941400 / +65 6918 1899 / +65 6596 7229 / +65 6596 5828 / +65 6645 7774 E-mail: sg.loaninstructions@sc.com / sg.loansprocessing@sc.com / Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Valerie.Toh@sc.com / Cherrie.Liew@sc.com
Term Loan Facility Commitment ($)	$ 61,872,081.00
Revolving Credit Facility Commitment ($)	$ 9,127,919.00
Total:	$ 71,000,000.00

Name	**Skandinaviska Enskilda Banken AB (publ), Singapore Branch**
Facility Office, address, fax number and attention details for notices	50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 For Credit Matters Attention: Johan Lindstrom / James Bailey / Sze Bin Gan Tel: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Email: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se Fax: +65 6634 3370 For loan administration matters: Attention: Pauline Ng / Emily Heng Tel: +65 6357 0813 / +65 6357 0841 Email: singaporeloanadmin@seb.se Fax: +65 6634 3371
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

Name	**Nordea Bank Abp Singapore Branch**
Facility Office, address, fax number and attention details for notices	138 Market Street #09-01 CapitaGreen Singapore 048946 Fax number: +65 6327 5616 Email: Cherlyn.tan@nordea.com and tom.zachariassen@nordea.com Attn: International Shipping & Offshore
Term Loan Facility Commitment ($)	$ 29,106,021.00
Revolving Credit Facility Commitment ($)	$ 4,293,979.00
Total:	$ 33,400,000.00

The Arrangers

Name	**ING Bank, a branch of ING-DiBa AG**
Facility Office, address, fax **number and attention details for notices**	Contact – Credit Matters: Name: Jens Van Yperzeele; Yuan Yuan Tan (SGP) / François Lagoutte; Bart Doets (FRF) Address: 1 Wallich street, #12-01 Guoco Tower, Singapore 078881 / Hamburger Allee 1, 60486 Frankfurt am Main, Germany Telephone: +65 6232 6506 / +65 6232 6511 / +49 (0)6927 222 62006 / +49 (0)6927 222 62360 Telefax: +65 6532 5303 E-mail: Jens.Van.Yperzeele@asia.ing.com / Yuan.Yuan.Tan@asia.ing.com / Francois.Lagoutte@ing.de / Bart.Doets@ing.de Contact – Operations/Administrations: Name: Lending Operations Address: Hamburger Allee 1, 60486 Frankfurt am Main, Germany Telephone: +49 69 27222 62 -235 / -347 / -361 / -313 E-mail: execution@ing.com

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, fax number and attention details for notices	8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 26, Singapore 018981 Contact – Credit Matters: Name: Amy Chow / Chonawut Mick Prasatsak / Steve Lai / Lynette Chee Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 26, Singapore 018981 Telephone: +65 6596 7547 / +65 6918 1899 / +65 6596 7229 / +65 6596 6294 E-mail: Chow.Amy-See-Bing@sc.com / Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Xiulinglynette.Chee@sc.com Contact – Operations/Administrations: Name: Global Lending Services / Chonawut Mick Prasatsak / Steve Lai / Valerie Toh / Cherrie Liew Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 23, Singapore 018981 Telephone: +91 8939941400 / +65 6918 1899 / +65 6596 7229 / +65 6596 5828 / +65 6645 7774 E-mail: sg.loaninstructions@sc.com / sg.loansprocessing@sc.com / Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Valerie.Toh@sc.com / Cherrie.Liew@sc.com

Name	**Crédit Agricole Corporate & Investment Bank**
Facility Office, address, fax number and attention details for notices	Address: 12, place des Etats-Unis CS 70052 92547 MONTROUGE CEDEX France Contact – Operations/Administrations: Name: Clémentine Costil / Romy Roussel Address: CA-CIB Middle Office Shipping Telephone: +33 1 4189 3133 E-mail: clémentine.costil@ca-cib.com Contact – Credit Matters: Name: Tobias Gilje Address: Ruselokkveien 6, 0251 Oslo, Norway Telephone: +47 2201 0650 E-mail: tobias.gilje@ca-cib.com

Name	Oversea-Chinese Banking Corporation
Facility Office, address, fax number and attention details for notices	Contact – Credit Matters: Name: Angeline Teo / Clara Lim / Lam Wai Kay Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 8708 / 6530 7310 / 6530 4988 Telefax: (+65) 6536 9327 E-mail: AngelineTeo@ocbc.com / ClaraLim@ocbc.com / waikaylam@ocbc.com Contact – Operations/Administrations: Name: Kathy Ho / Ong Chui Lan Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 1595 / 6530 4202 Telefax: (+65) 6536 9327 E-mail: HoMLKathy@ocbc.com / ongchuilan@ocbc.com

The Hedging Providers

Name	**ING Bank N.V., Singapore Branch**
Facility Office, address, fax number and attention details for notices	Address: 1 Wallich Street #12-01 Guoco Tower Singapore 078881 Fax: +65 6539 7749 E-mail: For confirmation - GSOFMOpsAsiaOnshoreConfirmation@Asia.ing.com For settlements - GSOFMOpsAsiaOnshoreSettlements@Asia.ing.com; GSOFMOpsAsiaOnshoreTradeCapture@Asia.ing.com; SG_BOT@asia.ing.com

Name	**ABN AMRO Bank N.V.**
Facility Office, address, fax number and attention details for notices	Address : Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands Contact Persons : Markets Documentation Unit, Mike Otten Telephone Number : +31-20-343 48 70, +31-20-535 71 05 Fax Number : +31-10-459 05 38 Email Address : mdu@nl.abnamro.com, mike.otten@nl.abnamro.com

Name	**BNP Paribas**
Facility Office, address, fax number and attention details for notices	Name: Mark H LIM / Simon S NG Address: 10 Collyer Quay, #34-01, Ocean Financial Centre, Singapore 049315 Telephone: +65 6210 3329 / +852 2909 8882 Telefax: +65 6210 3382 E-mail: mark.h.lim@asia.bnpparibas.com; simon.s.ng@asia.bnpparibas.com

Name	**Crédit Agricole Corporate & Investment Bank**
Facility Office, address, fax number and attention details for notices	Address: 12, place des Etats-Unis CS 70052 92547 MONTROUGE CEDEX France Contact – Operations/Administrations: Name: Clémentine Costil / Romy Roussel Address: CA-CIB Middle Office Shipping Telephone: +33 1 4189 3133 E-mail: clémentine.costil@ca-cib.com Contact – Credit Matters: Name: Tobias Gilje Address: Ruselokkveien 6, 0251 Oslo, Norway Telephone: +47 2201 0650 E-mail: tobias.gilje@ca-cib.com

Name	**Danske Bank A/S**
Facility Office, address, fax number and attention details for notices	Address: Holmens Kanal 2-12, 1092 København K, Denmark Attention: Einar Stavrum & Maren Wæhler, Credit Matters Email: Einar.stavrum@danskebank.com, wh@danskebank.com

Name	**Oversea-Chinese Banking Corporation**
Facility Office, address, fax number and attention details for notices	Contact – Credit Matters: Name: Angeline Teo / Clara Lim / Lam Wai Kay Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 8708 / 6530 7310 / 6530 4988 Telefax: (+65) 6536 9327 E-mail: AngelineTeo@ocbc.com / ClaraLim@ocbc.com / waikaylam@ocbc.com Contact – Operations/Administrations: Name: Kathy Ho / Ong Chui Lan Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 1595 / 6530 4202 Telefax: (+65) 6536 9327 E-mail: HoMLKathy@ocbc.com / ongchuilan@ocbc.com

Name	**Standard Chartered Bank (Singapore) Limited**
Facility Office, address, fax number and attention details for notices	8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 26, Singapore 018981 Name: Winnie Wong / Alexandra Lombard Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 18, Singapore 018981 Telephone: +65 6557 8125 / +65 6557 8220 E-mail: Winnie-WS.Wong@sc.com / Alexandra.Lombard@sc.com

Name	**Skandinaviska Enskilda Banken AB (publ)**
Facility Office, address, fax number and attention details for notices	Kangsträdgårdsgatan 8, SE-10640, Stockholm, Sweden Attention: Johan Lindstrom / James Bailey / Sze Bin Gan Tel: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Email: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se Fax: +65 6634 3370

Name	**Nordea Bank Abp**
Facility Office, address, fax number and attention details for notices	c/o Nordea Bank Abp Singapore Branch, 138 Market Street #09-01 CapitaGreen Singapore 048946 Fax number: +65 6327 5616 Email: Cherlyn.tan@nordea.com / tom.zachariassen@nordea.com Attn: International Shipping & Offshore

The Agent

Name	Nordea Bank Abp Singapore Branch
Facility Office, address, fax number and attention details for notices	138 Market Street, #09-01 CapitaGreen, Singapore 048946 Fax: +65 6327 5616 Email: cherlyn.tan@nordea.com; peder.bogen@nordea.com; christabelle.hoang@nordea.com, agency.soosid@nordea.com Email (Administrative matters): Singapore.Loanops@nordea.com Attention: Syndication and Agency – Global Maritime Loans

The Security Agent

Name	Nordea Bank Abp Singapore Branch
Facility Office, address, fax number and attention details for notices	138 Market Street, #09-01 CapitaGreen, Singapore 048946 Fax: +65 6327 5616 Email: peder.bogen@nordea.com, christabelle.hoang@nordea.com, agency.soosid@nordea.com Attention: Syndication and Agency – Global Maritime Loans

Schedule 2
Ship information

Ship	Name	IMO number	Type of Ship	Owner	Flag state	Approved Classification Society
Ship 1	Hafnia Rainier	9263186	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 2	Hafnia Robson	9263198	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 3	Hafnia Adamello	9263203	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 4	Hafnia Green	9360441	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 5	Hafnia Hope	9360415	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 6	Hafnia Karava	9360427	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 7	Hafnia Victoria	9360439	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	ABS
Ship 8	Hafnia America	9336505	LR1	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	DNV GL
Ship 9	Hafnia Europe	9336490	LR1	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	DNV GL
Ship 10	Hafnia Bering	9725603	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyds Register
Ship 11	Hafnia Magellan	9725615	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyds Register
Ship 12	Hafnia Malacca	9725627	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyd's Register
Ship 13	Hafnia Sunda	9725639	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyd's Register
Ship 14	Hafnia Torres	9729283	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyd's Register
Ship 15	Hafnia Soya	9729271	Handy	Hafnia Tankers Shipholding Singapore Pte Ltd	SGP	Lloyd's Register
Ship 16	Hafnia Pegasus	9461659	MR	Hafnia Tankers Shipholding Denmark 1 ApS*	DNK	Lloyd's Register
Ship 17	Hafnia Crux	9461697	MR	Hafnia Tankers Shipholding Denmark 1 ApS*	DNK	Lloyd's Register
Ship 18	Hafnia Lupus	9461685	MR	Hafnia Tankers Shipholding Denmark 1 ApS*	DNK	Lloyd's Register
Ship 19	Hafnia Phoenix	9461702	MR	Hafnia Tankers Shipholding Denmark 1 ApS*	DNK	Lloyd's Register
Ship 20	Hafnia Libra	9617959	MR	Hafnia Tankers Shipholding Denmark 1 ApS*	DNK	Lloyd's Register
Ship 21	Hafnia Leo	9476824	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	Lloyd's Register
Ship 22	Hafnia Andromeda	9461661	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	Lloyd's Register
Ship 23	Hafnia Taurus	9461673	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	Lloyd's Register
Ship 24	Hafnia Nordica	9426283	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	Nippon Kaiji Kyokai
Ship 25	Hafnia Lene	9726619	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 26	Hafnia Ane	9709776	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 27	Hafnia Daisy	9709788	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 28	Hafnia Henriette	9726607	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 29	Hafnia Kirsten	9732682	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 30	Hafnia Lise	9726621	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 31	Hafnia Lotte	9732694	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL
Ship 32	Hafnia Mikala	9732709	MR	Hafnia Tankers Shipholding Alpha Pte Ltd	MLT	DNV GL

* As may change in accordance with the terms of clauses 30.2 to 30.7 (*Merger*) and clause 30.8 (*Sale of Mortgaged Ships*)

Abbreviations:

[] SGP means Singapore;

[] DNK means Denmark;

[] MLT means Malta.

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the first Utilisation Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Initial conditions precedent to signing

1 Obligors' and Shareholders' corporate documents

(a) A copy of the Constitutional Documents of each Obligor and Shareholder.

(b) A certified copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors (as the case may be) of each Obligor and Shareholder (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor and Shareholder.

(g) A certificate of an authorised signatory of the relevant Obligor and Shareholder certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 "Know your customer" information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 46.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

4 Group Structure

A copy of the current group structure chart for the Group and an overview of the steps involved in the Merger and the wider internal reorganisation of the Group to which the Merger forms part of together with an overview of how such reorganisation is intended to change the current group structure chart of the Group.

Part 2

Conditions precedent to the delivery of the first Utilisation Request

1 Corporate documents

(a) A certificate of an authorised signatory of the Borrowers certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) A certificate of an authorised signatory of each other Obligor and Shareholder which is party to any of the Original Security Documents required to be executed at or before the first Utilisation Date certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the Original Lenders:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Agent.

(b) A legal opinion of the legal advisers to the Agent in each jurisdiction in which an Obligor is incorporated in the agreed form as approved by the Agent.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) The Original Financial Statements.

(c) Evidence that the fees, commissions, costs and expenses then due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

(d) If relevant, an assurance from the Borrowers that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Hedging Master Agreements

If any Borrower is to enter into any hedging arrangements with a Hedging Provider in accordance with the terms of this Agreement on or prior to the first Utilisation Date, evidence that the Hedging Master Agreements have been executed by such Borrower and each applicable Hedging Provider.

5 Value of security

Valuations for all the Ships obtained (not more than forty five (45) days before the first Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

Part 3

Ship and security conditions precedent

1 Security

(a) The Mortgage (including the VID), the Deed of Covenant, the General Assignment and the Danish Security Agreement (each as applicable in respect of each Ship) duly executed by the relevant Borrower (as owner).

(b) The Share Security in respect of each Relevant Borrower duly executed by the relevant Shareholder together with all letters, transfers, certificates and other documents required to be delivered under the Share Security.

(c) Any Manager's Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

2 Registration of Ships

Evidence that each Ship:

(a) is legally and beneficially owned by the relevant Borrower (as owner) and registered at least provisionally in the name of that Borrower through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

3 Mortgage registration

Evidence that on the first Utilisation Date, any existing registered mortgages on each Ship shall be discharged and evidence that the Mortgage in respect of each Ship has been (or will, on the first Utilisation Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

4 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the Original Lenders:

(a) An agreed form legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, substantially in the form approved by the Agent in relation to Security Documents.

(b) An agreed form legal opinion of the legal advisers to the Agent in each jurisdiction in which a relevant Obligor is incorporated and/or which is or is to be the Flag State of the relevant Ship, substantially in the form approved by the Agent.

5 Insurance

In relation to each Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Agent on such Insurances;

(b) evidence that such Insurances have or will be been placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

6 ISM and ISPS Code

Copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each Ship for the purposes of that code;

(b) the safety management certificate in respect of each Ship issued in accordance with the ISM Code;

(c) the international ship security certificate in respect of each Ship issued under the ISPS Code; and

(d) if so requested by the Agent with the Agent providing not less than 5 Business Days'prior written notice prior to the Utilisation Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

7 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrowers pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

8 Environmental matters

Evidence of each Ship's certificate of financial responsibility issued pursuant to the United States law.

9 Management Agreement

Where:

(a) a technical manager of a Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the relevant Borrower (as owner) and the manager relating to the appointment of such manager for that Ship;

(b) a Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Ship.

10 Other conditions

A copy of any other document, authorisation, opinion or assurance which the Agent reasonably considers to be necessary or desirable (if it has notified the Borrowers accordingly within a reasonable period of time) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Part 4

Conditions subsequent

1 Company registrations

Within thirty (30) days of the first Utilisation Date, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of the first Utilisation Date, issuance of the following legal opinions:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent in relation to Security Documents.

(b) A legal opinion of the legal advisers to the Agent in each jurisdiction in which a relevant Obligor is incorporated and/or which is or is to be the Flag State of the Ships, addressed to the Agent substantially in the form approved by the Agent.

3 Insurances

Within fifteen (15) Business Days of the first Utilisation Date, copies of:

(a) the issued opinion from insurance consultants appointed by the Agent on such Insurances; and

(b) the issued letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

Schedule 4
Utilisation Request

From: Hafnia Tankers Shipholding Singapore Pte. Ltd.

Hafnia Tankers Shipholding Alpha Pte. Ltd.

Hafnia Tankers Shipholding Denmark 1 ApS

Hafnia Tankers Singapore Sub-Holding Pte. Ltd.

To: Nordea Bank Abp Singapore Branch

Dated: []

Dear Sirs

Up to $472,850,000 Facility Agreement dated [] 2019 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow [the Term Loan][a Revolving Credit Facility Loan]on the following terms:

Proposed Utilisation Date:	[] (or, if that is not a Business Day, the next Business Day)
Amount of the [Term Loan][Revolving Credit Facility Loan]:	$[]

3 We confirm that each condition specified in clause 4.6 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this [Term Loan][Revolving Credit Facility Loan] is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [].

5 We confirm that we will use the proceeds of this [Term Loan][Revolving Credit Facility Loan] for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The [first] Interest Period for the said [Term Loan][Revolving Credit Facility Loan] shall end on a Quarter Date, being [state Quarter Date], in accordance with clause 9.6 (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

.....

authorised signatory for Hafnia Tankers Shipholding Singapore Pte. Ltd., Hafnia Tankers Shipholding Alpha Pte. Ltd., Hafnia Tankers Shipholding Denmark 1 ApS and Hafnia Tankers Singapore Sub- Holding Pte. Ltd.

Schedule 5
Form of Transfer Certificate

To: Nordea Bank Abp Singapore Branch as Agent

From: [**The Existing Lender**] (the **Existing Lender**) and [**The New Lender**] (the **New Lender**) Dated:

Up to $472,850,000 Facility Agreement dated [] 2019 (the "Agreement")

1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2 [***In the case of transfer by novation:*** The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation in accordance with Clause 29.17 (*Procedure for transfer*) all or part of the Existing Lender's Commitment specified in the Schedule and/or all or part of the Existing Lender's Loan(s) specified in the Schedule, in each case together with related rights and obligations.]

[***In the case of transfer by assignment:*** We refer to clauses 29.12 to 29.16 (*Procedure for assignment*):

(a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement as specified in the Schedule.

(b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement specified in the Schedule.

(c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.]

3 The proposed Transfer Date is [●].

4 The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 37.2 (*Addresses*) are set out in the Schedule.

5 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clauses 29.9 to 29.11 (*Limitation of responsibility of Existing Lenders*).

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

7 This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.

8 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule
Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as []. Signature of this Transfer Certificate by the Agent constitutes confirmation by the Agent of receipt of

notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

Schedule 6
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Nordea Bank Abp Singapore Branch as Agent

From: [Hafnia Limited] as Parent

Dated: [●]

Dear Sirs

Up to $472,850,000 Facility Agreement dated [●] 2019 (the "Agreement")

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[●] on the last day of the most recently-elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than $60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

[HAFNIA LIMITED]

Form of Compliance Certificate – Part B

To: Nordea Bank Abp Singapore Branch as Agent

From: [Hafnia Limited] as Parent

Dated: [●]

Dear Sirs

Up to $472,850,000 Facility Agreement dated [●] 2019 (the "Agreement")

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (*Valuation frequency*) and clause 25.12 (*Security shortfall*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (*Security shortfall*) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (*Valuation frequency*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

[HAFNIA LIMITED]

Schedule 7

Repayment Schedule

	Tranche A - Term Loan	Tranche B - RCF	Total Repayment	Total Loan Outstanding*
0	406,700,000.00	60,000,000.00	-	466,700,000.00
1	(12,317,934.00)	-	(12,317,934.00)	454,382,066.00
2	(12,317,934.00)	-	(12,317,934.00)	442,064,132.00
3	(12,317,934.00)	-	(12,317,934.00)	429,746,198.00
4	(12,317,934.00)	-	(12,317,934.00)	417,428,264.00
5	(12,317,934.00)	-	(12,317,934.00)	405,110,330.00
6	(12,317,934.00)	-	(12,317,934.00)	392,792,396.00
7	(12,317,934.00)	-	(12,317,934.00)	380,474,462.00
8	(12,317,934.00)	-	(12,317,934.00)	368,156,528.00
9	(12,317,934.00)	-	(12,317,934.00)	355,838,594.00
10	(12,317,934.00)	-	(12,317,934.00)	343,520,660.00
11	(12,317,934.00)	-	(12,317,934.00)	331,202,726.00
12	(12,317,934.00)	-	(12,317,934.00)	318,884,792.00
13	(12,317,934.00)	-	(12,317,934.00)	306,566,858.00
14	(12,317,934.00)	-	(12,317,934.00)	294,248,924.00
15	(12,317,934.00)	-	(12,317,934.00)	281,930,990.00
16	(12,317,934.00)	-	(12,317,934.00)	269,613,056.00
17	(12,317,934.00)	-	(12,317,934.00)	257,295,122.00
18	(12,317,934.00)	-	(12,317,934.00)	244,977,188.00
19	(12,317,934.00)	-	(12,317,934.00)	232,659,254.00
20	(12,317,934.00)	-	(12,317,934.00)	220,341,320.00
21	(12,317,934.00)	-	(12,317,934.00)	208,023,386.00
22	(12,317,934.00)	-	(12,317,934.00)	195,705,452.00
23	(12,317,934.00)	-	(12,317,934.00)	183,387,518.00
24	(12,317,934.00)	-	(12,317,934.00)	171,069,584.00
25	(12,317,934.00)	-	(12,317,934.00)	158,751,650.00
26	(12,317,934.00)	-	(12,317,934.00)	146,433,716.00
27	(12,317,934.00)	-	(12,317,934.00)	134,115,782.00
28	(74,115,782.00)	(60,000,000.00)	(134,115,782.00)	-

* The Total Loans Outstanding column is illustrative only and prepared on the assumption that the full amount of the Total Commitments at the date of this Agreement are advanced on the first Utilisation Date.

SIGNATURES

THE BORROWERS

HAFNIA TANKERS SHIPHOLDING SINGAPORE PTE. LTD.

By: /s/ Perry Van Echtell
Chief Financial Officer

HAFNIA TANKERS SHIPHOLDING ALPHA PTE. LTD.

By: /s/ Perry Van Echtell
Chief Financial Officer

HAFNIA TANKERS SHIPHOLDING DENMARK 1 APS

By: /s/ Perry Van Echtell
Chief Financial Officer

HAFNIA TANKERS SINGAPORE SUB-HOLDING PTE. LTD.

By: /s/ Perry Van Echtell
Chief Financial Officer

THE PARENT

HAFNIA LIMITED

By: /s/ Perry Van Echtell
Chief Financial Officer

THE ARRANGERS

ING BANK, A BRANCH OF ING-DIBA AG

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Abhishek Pandey
Abhishek Pandey
Managing Director & Head
Shipping Finance

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

OVERSEA-CHINESE BANKING CORPORATION

By: /s/ Lisa Fung
Lisa Fung
Head, Regional Coverage
Global Corporate Banking
OCBC Bank

ING BANK N.V., SINGAPORE BRANCH

By:	/s/ Jens Van Yperzeele	/s/ Gerbrand Vroegop
	Jens Van Yperzeele	Gerbrand Vroegop Director

THE AGENT

NORDEA BANK ABP SINGAPORE BRANCH

By:	/s/ Sue Ann Gan	Sue Ann Gan Attorney-in-fact

THE SECURITY AGENT

NORDEA BANK ABP SINGAPORE BRANCH

By:	/s/ Sue Ann Gan	Sue Ann Gan Attorney-in-fact

THE LENDERS

ING BANK, A BRANCH OF ING-DIBA AG

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

ABN AMRO BANK N.V., SINGAPORE BRANCH

By: /s/ Darryl Tan
Darryl Tan
Head of Global Transportation & Logistics APAC

/s/ Christian Nolting
Christian Nolting
Director
Global Transportation & Logistics Asia Pacific

BNP PARIBAS

By: /s/ Nicolas Parrot
Nicolas PARROT, Managing Director

/s/ Matthew Forrest
Matthew FORREST, Director

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

DANISH SHIP FINANCE A/S

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

DANSKE BANK, NORWEGIAN BRANCH

By: /s/ Sue Ann Gan
Sue Ann Gan
Attorney-in-fact

OVERSEA-CHINESE BANKING CORPORATION

By: /s/ Lisa Fung
Lisa Fung
Head, Regional Coverage
Global Corporate Banking
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED By:

By: /s/ Abhishek Pandey
Abhishek Pandey
Managing Director & Head
Shipping Finance

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

By:	/s/ Johan Lindström	/s/ James Bailey
	Johan Lindström	James Bailey

NORDEA BANK ABP SINGAPORE BRANCH

By:	/s/ Tom Zachariassen Tom Zachariassen Director	/s/ Cherlyn Tan Cherlyn Tan Associate Director

THE HEDGING PROVIDERS

ING BANK N.V., SINGAPORE BRANCH

By:	/s/ Jens Van Yperzeele	/s/ Gerbrand Vroegop
	Jens Van Yperzeele	Gerbrand Vroegop Director

ABN AMRO BANK N.V.

By:	/s/ P.R. Vogelzang	/s/ Jan-Teun van Efferink
	P.R. Vogelzang managing director	Jan-Teun van Efferink Head of Metals and Minerals, EMEA

BNP PARIBAS

By:	/s/ Michael Chun Yang	/s/ Chan Sau Yee
	Michael Chun Yang Authorised Signatory	Chan Sau Yee Authorised Signatory

CRÉDIT AGRICOLE CORPORATE & INVESTMENT BANK

By:	/s/ Sue Ann Gan	Sue Ann Gan Attorney-in-fact

DANSKE BANK A/S

By:	/s/ Sue Ann Gan	Sue Ann Gan Attorney-in-fact

OVERSEA CHINESE BANKING CORPORATION

By: /s/ Lisa Fung
Lisa Fung
Head, Regional Coverage
Global Corporate Banking
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Abhishek Pandey
Abhishek Pandey
Managing Director & Head
Shipping Finance

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) By:

By: /s/ Johan Lindström
Johan Lindström

/s/ James Bailey
James Bailey

NORDEA BANK ABP

By: /s/ Tom Zachariassen
Tom Zachariassen
Director

/s/ Cherlyn Tan
Cherlyn Tan
Associate Director

Exhibit 4.7

Execution version

Dated 7 June 2023

HAFNIA TANKERS SHIPHOLDING SINGAPORE PTE. LTD.

HAFNIA TANKERS SHIPHOLDING ALPHA PTE. LTD. HAFNIA

TANKERS SINGAPORE SUB-HOLDING PTE. LTD. as Borrowers

and HAFNIA LIMITED as

Parent

and

NORDEA BANK ABP, FILIAL I NORGE

as Agent

AMENDMENT AGREEMENT RELATING TO AN UP TO $472,850,000 SENIOR SECURED TERM LOAN AND REVOLVING CREDIT FACILITY DATED 24 SEPTEMBER 2019

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated **7 June** 2023 and made between:

1) **HAFNIA TANKERS SHIPHOLDING SINGAPORE PTE. LTD., HAFNIA TANKERS SHIPHOLDING ALPHA PTE. LTD. AND HAFNIA TANKERS SINGAPORE SUB-HOLDING PTE. LTD.**, companies incorporated under the laws of Singapore as borrowers (the **Borrowers);**

2) **HAFNIA LIMITED,** a company incorporated under the laws of Bermuda (the **Parent);** and

3) **NORDEA BANK ABP, FILIAL I NORGE** as agent of the other Finance Parties (the **Agent).**

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement:

Effective Date has the meaning given in clause 4 *(Effective Date)*

Original Agreement means the facility agreement for senior secured loans of up to US$472,850,000 dated 24 September 2019 between the Borrowers, the Parent, the Facility Co• ordinator, the Agent, the Security Agent, the Arrangers, the Lenders and the Hedging Providers.

1.2 In this Agreement unless a contrary indication appears:

(a) No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this Agreement.

(b) In accordance with the Original Agreement, each of the Borrowers, the Parent and the Agent designate this Agreement a Finance Document.

(c) Terms and expressions defined in the Original Agreement shall have the same meanings when used herein, unless otherwise defined herein or the context otherwise requires.

(d) The provisions of Clause 1.2 *(Construction)* in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to the Original Agreement referred to this Agreement.

1.3 The provisions of clause 44 *(Contractual recognition of bail-in)* in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to Finance Documents referred to this Agreement.

2 Amendments

With effect from the Effective Date, the Original Agreement will be amended as follows:

2.1 The following amendments shall be made in clause 1.1 *(Definitions):*

(b) a new definition of **"Amendment Agreement"** shall be inserted, in alphabetical order, as follows:

"**Amendment Agreement** means the amendment agreement dated 7 **June** 2023 made between the Borrowers, the Parent and the Agent, amending certain terms of this Agreement."

(c) the definition of **"Break Costs"** shall be deleted in its entirety, and replaced with the following:

"Break Cost:

(a) means, in respect of a Term Rate Loan, the amount (if any) by which:

(i) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in any Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(ii) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period; and

(b) in respect of a Compounded Rate Loan, has the meaning given to the term in Schedule 8 *(Compounded Rate Terms)."*

(d) the definition of **"Business Day"** shall be deleted in its entirety, and replaced with the following:

"Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in New York, Stockholm, Copenhagen, Frankfurt, Singapore, Oslo and London and:

(a) in relation to determining LIBOR, a London Business Day; and

(b) in relation to:

(i) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or

(ii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan or Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period,

which is a RFR Banking Day relating to that Loan or Unpaid Sum."

(e) a new definition of **"Central Bank Rate"** shall be inserted, in alphabetical order, as follows:

"Central Bank Rate has the meaning given to that term in the Compounded Rate Terms."

(f) a new definition of **"Central Bank Rate Adjustment"** shall be inserted, in alphabetical order, as follows:

"Central Bank Rate Adjustment has the meaning given to that term in the Compounded Rate Terms."

(g) a new definition of **"Compounded Rate Interest Payment"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Interest Payment" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Compounded Rate Loan."

(h) a new definition of **"Compounded Rate Loan"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Loan means any Loan or, if applicable, any Unpaid Sum which is, or becomes, a 'Compounded Rate Loan' pursuant to clause 8A *(Rate Switch)."*

(i) a new definition of **"Compounded Rate Supplement"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Supplement means a document which:

(a) is agreed in writing by the Borrowers, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Compounded Rate Terms; and

(c) has been made available to each Borrower and each Finance Party."

() a new definition of **"Compounded Rate Terms"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Terms means the terms set out in Schedule 8 *(Compounded Rate Terms) or in any Compounded Rate Supplement."*

(k) a new definition of **"Compounded Reference Rate"** shall be inserted, in alphabetical order, as follows:

"Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

(a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and

(b) the applicable Credit Adjustment Spread."

(I) a new definition of **"Compounding Methodology Supplement"** shall be inserted, in alphabetical order, as follows:

"Compounding Methodology Supplement means, in relation to the Daily Non• Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrowers, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to each Borrower and each Finance Party."

(m) a new definition of **"Credit Adjustment Spread"** shall be inserted, in alphabetical order, as follows:

"Credit Adjustment Spread means, in respect of any Compounded Rate Loan, any rate which is either:

(a) specified as such in the Compounded Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the Compounded Rate Terms."

(n) a new definition of **"Cumulative Compounded RFR Rate"** shall be inserted, in alphabetical order, as follows:

"Cumulative Compounded RFR Rate means, in relation to an Interest Period for a Compounded Rate Loan the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 10 *(Cumulative Compounded RFR Rate)* or in any relevant Compounding Methodology Supplement."

(o) a new definition of **"Daily Non-Cumulative Compounded RFR Rate"** shall be inserted, in alphabetical order, as follows:

"**Daily Non-Cumulative Compounded RFR Rate** means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 9 *(Daily Non-Cumulative Compounded RFR Rate)* or in any relevant Compounding Methodology Supplement."

(p) a new definition of **"Daily Rate"** shall be inserted, in alphabetical order, as follows:

"Daily Rate means the rate specified as such in the Compounded Rate Terms."

(q) the definition of **"Finance Documents"** shall be amended by inserting the following words at the end of the definition before the words "and any other document designated as such by the Agent and the Borrowers":

", the Amendment Agreement, any Compounded Rate Supplement, any Compounding Methodology Supplement"

(r) a new definition of **"Funding Rate"** shall be inserted, in alphabetical order, as follows:

"Funding Rate means any individual rate notified by a Lender to the Agent pursuant to clause 10.4(a)(ii) *(Cost of funds)."*

(s) a new definition of **"Lookback Period"** shall be inserted, in alphabetical order, as follows:

"Lookback Period means the number of days specified as such in the Compounded Rate Terms."

(t) a new definition of **"Market Disruption Rate"** shall be inserted, in alphabetical order, as follows:

"**Market Disruption Rate** means the rate (if any) specified as such in the Compounded Rate Terms."

(u) a new definition of **"Quoted Tenor"** shall be inserted, in alphabetical order, as follows:

"Quoted Tenor means, in relation to the Screen Rate, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service."

(v) a new definition of **"Rate Switch Date"** shall be inserted, in alphabetical order, as follows:

"Rate Switch Date means 1 July 2023."

(w) a new definition of **"Relevant Market"** shall be inserted, in alphabetical order, as follows:

"Relevant Market means, prior to the Rate Switch Date (or as the context may require, in relation to a Term Rate Loan) the Interbank Market and on or after the Rate Switch Date (or as the context may require in relation to a Compounded Rate Loan), the market specified as such in the Compounded Rate Terms."

(x) a new definition of **"Reporting Day"** shall be inserted, in alphabetical order, as follows:

"Reporting Day means the day (if any) specified as such in the Compounded Rate Terms."

(y) a new definition of **"Reporting Time"** shall be inserted, in alphabetical order, as follows:

"Reporting Time means the relevant time (if any) specified as such in the Compounded Rate Terms."

(z) a new definition of **"RFR"** shall be inserted, in alphabetical order, as follows:

"RFR has the meaning given to it in Schedule 8 *(Compounded Rate Terms)."*

(aa) a new definition of **"RFR Banking Day"** shall be inserted, in alphabetical order, as follows:

"RFR Banking Day has the meaning given to it in Schedule 8 (*Compounded Rate Terms)."*

(bb) the definition of **"Screen Rate"** shall be deleted in its entirety and replaced with the following:

"Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate)."

(cc) a new definition of **"Term Rate Loan"** shall be inserted, in alphabetical order, as follows:

"Term Rate Loan" means any Loan, or, if applicable, Unpaid Sum which is not a Compounded Rate Loan."

2.2 Clause 1.2(s) *(Construction)* shall be deleted in its entirety and replaced with the following:

"month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) other than where paragraph (ii) below applies:

(A) (subject to paragraph (C) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);

(B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(C) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(ii) in relation to an Interest Period for a Compounded Rate Loan (or any other period for the accrual of commission or fees) or a period at the end of which a Repayment Date falls, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Compounded Rate Terms.

The above rules will only apply to the last month of any period."

2.3 The following sub-clauses will be added to clause 1.2 *(Construction):*

"(ff) a Lender's **"cost of funds"** in relation to its participation in a Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Loan for a period equal in length to the Interest Period of that Loan;"

2.4 The following sub-clauses will be added to clause 1.2 *(Construction):*

(gg) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrowers.

(hh) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(ii) Any Compounded Rate Supplement overrides anything in:

(i) Schedule 8 *(Compounded Rate* Terms); or

(ii) any earlier Compounded Rate Supplement.

(ij) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 9 *(Daily Non-Cumulative Compounded RFR Rate)* or Schedule 10 *(Cumulative Compounded RFR Rate),* as the case may be; or

(ii) any earlier Compounding Methodology Supplement."

2.5 Clause 5.13 *(Lenders' participation)* shall be deleted in its entirety and replaced with the following: "The Agent shall promptly notify each Lender of the amount of each Loan and the amount of its participation in each Loan and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 *(Payments to the Agent),* in each case by 11:00 a.m. (Singapore time) on the Business Day 4 Business Days before the first day of an Interest Period."

2.6 Clause 7.6 *(Voluntary prepayment)* shall be deleted in its entirety and replaced with the following:

"Voluntary prepayment

7.6 The Borrowers may, if they give the Agent not less than:

(a) in the case of a Term Rate Loan, five (5) Business Days' prior written notice; or

(b) in the case of a Compounded Rate Loan, five (5) RFR Banking Days' prior written notice,

prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs (if any)). No penalty shall be applied to any voluntary prepayment under this clause provided that, in respect of the Compounded Rate Loans, the number of prepayments in any calendar year shall be limited to no more than five (5) times per calendar year.A prepayment fee of $5,000 shall be paid to the Agent for each additional voluntary prepayment (being the sixth (6") and any subsequent voluntary prepayments) in any calendar year. The Borrower may in its discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 *(Adjustment of scheduled repayments)."*

2.7 Clause 7.22 *(Restrictions)* shall be deleted in its entirety and replaced with the following:

"7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs and Clause 7.6 *(Voluntary prepayment),* without premium or penalty."

2.8 A new clause 8A *(Rate Switch)* shall be inserted before clause 8 *(Interest)* as follows:

"SA Rate Switch

Switch to Compounded Reference Rate

8A.1 Subject to clause 8A.2 *(Delayed switch for existing Term Rate* Loans), on and from the Rate Switch Date:

(a) use of the Compounded Reference Rate will replace the Screen Rate for the calculation of interest for each Loan; and

(b) any Loan or any Unpaid Sum will be a **Compounded Rate Loan** and clause 8.2 *(Calculation of interest- Compounded Rate* Loans) will apply to each such Loan or Unpaid Sum.

Delayed switch for existing Term Rate Loans

8A.2 If the Rate Switch Date falls before the last day of an Interest Period for a Term Rate Loan:

(a) that Loan shall continue to be a Term Rate Loan for that Interest Period and clause 8.1 *(Calculation of interest -- Term Rate Loan)* shall continue to apply to that Loan for that Interest Period;

(b) any provision of this Agreement which is expressed to relate to US dollars where the Rate Switch Date has occurred shall not apply in relation to that Loan for that Interest Period; and

(c) on and from the first day of the next Interest Period (if any) for that Loan: (i) that Loan shall be a "Compounded Rate Loan"; and
(ii) clause 8.2 *(Calculation of interest -- Compounded Rate Loan)* shall apply to that Loan.

For the avoidance of doubt, it is hereby accepted and agree that insofar as the Rate Switch Date is 1 July 2023, that the Term Loan shall be a Term Rate Loan for its' Interest Period beginning on 30 June 2023 and that the Term Loan shall become a Compounded Rate Loan on and from the first day of its' Interest Period beginning on 30 September 2023."

2.9 Clause 8 *(Interest)* shall be deleted in its entirety and replaced with the following:

"8 Interest

Calculation of interest -- Term Rate Loan

8.1 The rate of interest on each Term Rate Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

8.2 Calculation of interest -- Compounded Rate Loan

(a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day.

(b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

Payment of interest

8.3 The Borrowers shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

(b) on the Term Loan, on the last day of each Interest Period.

Default interest

8.4 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.5 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.4 shall be immediately payable by the Obligor on demand by the Agent.

8.5 If any overdue amount consists of all or part of a Term Rate Loan which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.6 Default interest payable (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.7 The Agent will promptly notify the Lenders and the Borrowers of the determination of a rate of interest relating to a Term Rate Loan.

8.8 The Agent shall promptly upon a Compounded Rate Interest Payment being determinable relating to a Compounded Rate Loan notify:

(a) each Borrower of that Compounded Rate Interest Payment;

(b) each relevant Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Loan; and

(c) the relevant Lenders and the Borrowers of:

(i) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(ii) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the Compounded Rate Loan.

This clause 8.8 shall not apply to any Compounded Rate Interest Payment determined pursuant to clauses 10.4 or 10.5 (*Cost of funds)*.

8.9 The Agent shall as soon as practicable notify the Borrowers of each Funding Rate relating to a Loan.

8.10 The Agent shall promptly notify the relevant Lenders and the Borrowers of the determination of a rate of interest relating to a Loan to which clauses 10.4 or 10.5 (*Cost of funds)* applies.

8.11 This clause shall not require the Agent to make any notification to any Party on a day which is not a Business Day."

2.10 Clause 9.8 (*Selection of Interest Periods)* shall be deleted in its entirety and replaced with the following:

"9.8 No Interest Period shall extend beyond:

(a) 30 September 2023 (in respect of any Term Rate Loan); or

(b) the Final Repayment Date (in respect of a Loan)."

2.11 Clause 9.10 *(Non-Business* Days) shall be deleted in its entirety and replaced with the following:

"9.10 Non-Business Days

(a) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

(b) In respect of a Compounded Rate Loan, any rules specified as **Business Day Conventions** in Schedule 8 *(Compounded Rate Terms)* shall apply to each Interest Period for that Compounded Rate Loan or Unpaid Sum."

2.12 The title of clause 10.1 shall be amended so that it reads: *"Absence of quotations prior to Rate Switch Date".*

2.13 A new clause 10.2A *(Interest calculation if no RFR or Central Bank Rate)* shall be included as follows:

"Interest calculation if no RFR or Central Bank Rate

10.2A If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and

(b) ***"Cost of funds will apply as a fallback"*** is specified in respect of that Loan in the Compounded Rate Terms for that Loan,

Clause 10.4 *(Cost of funds)* shall apply to that Loan for that Interest Period."

2.14 Clause 10.2 *(Market Disruption Event)* shall be deleted in its entirety and replaced with Clause 10.2 *(Market Disruption)* as follows:

"10.2 Market disruption

(b) In the case of a Term Rate Loan, if:

(i) at or about noon (London time) on the next Business Day after the Quotation Day for the relevant Interest Period LIBOR is to be determined by reference to the Reference Banks and none or only one of the Reference Banks supplies a rate to the Agent to determine LIBOR for the relevant Interest Period; or

(ii) before 10.00am (Singapore time) on the second Business Day in Singapore following the Quotation Day, the Agent receives notifications from a Lender or Lenders (whose participations in the relevant Term Rate Loan equal or exceed fifty per cent (50%) of that Term Rate Loan) that the cost to it of funding its participation in the relevant Term Rate Loan from whatever source it may reasonably select would be in excess of LIBOR,

then clause 10.4 *(Cost of funds)* shall apply to that Term Rate Loan or relevant part of it for the relevant Interest Period.

(b) In the case of a Compounded Rate Loan, if:

(i) a Market Disruption Rate is specified in the Compounded Rate Terms; and

(ii) before the Reporting Time, the Agent receives notifications from a Lender or Lenders (whose participations in a Compounded Rate Loan equal or exceed fifty per cent (50%) of that Compounded Rate Loan) that the cost to it of funding its participation in the relevant Compounded Rate Loan or relevant part of it from the wholesale market for dollars would be in excess of the Market Disruption Rate,

then clause 10.4 *(Cost of funds)* shall apply to that Compounded Rate Loan for the relevant Interest Period."

2.15 Clause 10.3 *(Market Disruption Event)* shall be deleted in its entirety and replaced with the following:

"INTENTIONALLY DELETED"

2.16 Clause 10.4 *(Alternative basis of interest or funding)* shall be deleted in its entirety and replaced with Clause 10.4 *(Cost of Funds)* as follows:

"Cost of funds

10.4 If this clause 10.4 *(Cost of funds)* applies:

(a) neither clause 8.1 *(Calculation of interest- Term Rate Loan)* nor clause 8.2 *(Calculation of interest -- Compounded Rate Loan)* shall apply to that Loan for that Interest Period and the rate of interest on each Lender's share of that Loan or relevant part of it for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event:

(A) in relation to a Term Rate Loan before interest is due to be paid in respect of that Interest Period; or

(B) in relation to a Compounded Rate Loan, by the Reporting Time,

to be that which expresses as a percentage rate per annum its cost of funds relating to that Loan; and

(b) the Agent shall, as soon as practicable, notify the Borrowers.

If this Clause 10.4 applies and the Agent or the Borrowers so require, the Agent and the Borrowers shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest. Any alternative basis agreed pursuant to clause 10.4, with the prior consent of all the Lenders be binding on all Parties."

2.17 Clause 10.5 (Alternative basis of interest or funding) shall be deleted in its entirety and replaced with Clause 10.5 (Cost of Funds) as follows:

"10.5

If clause 10.4 *(Cost of funds)* applies pursuant to clause 10.2 *(Market Disruption)* and:

(i) in relation to a Term Rate Loan:

(A) a Lender's Funding Rate is less than LIBOR; or

(B) a Lender does not supply a quotation by the time specified in clause 10.4(a)(ii) above,

the cost to that Lender of funding its participation in that Loan or relevant part of it for that Interest Period shall be deemed, for the purposes of clause 10.4(a) above, to be LIBOR.

(ii) In relation to a Compounded Rate Loan:

(A) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or

(B) a Lender does not supply a quotation by the relevant Reporting Time,

the cost to that Lender of funding its participation in that Loan or relevant part of it for that Interest Period shall be deemed, for the purposes of clause 10.4(a) above, to be the Market Disruption Rate.

2.18 Clauses 10.6 and 10. 7 *(Break* Costs) shall be deleted in its entirety and replaced with the following:

"Break Costs

10.6

(a) Subject to paragraph (b) below, the Borrowers shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrowers on a day prior to the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

(b) Paragraph (a) above shall apply in respect of a Compounded Rate Loan if an amount is specified as Break Costs in Schedule 8 *(Compounded Rate Terms)*.

10.7 Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue."

2.19 Clause 16.2 *(Amendment* costs) shall be deleted in its entirety and replaced with the following: "16.2

If an Obligor requests an amendment, waiver or consent or an amendment or waiver is contemplated or agreed pursuant to clause 41.5 *(Changes to reference rates),* the Borrowers shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement."

2.20 The reference to "Interbank Market" shall be amended to refer to "Relevant Market" in Clause 35.19 *(Change of currency)*.

2.21 Clause 38.3 *(Day count convention)* shall be deleted in its entirety and replaced with the following:

"Day count convention and interest calculation

38.3

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and

(ii) subject to paragraph (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places."

2.22 Clause 41.5 *(Replacement of Screen Rate)* shall be deleted in its entirety and replaced with the Clause 41.5 *(Changes to reference rates)* as follows: "41.5

Changes to reference rates

(a) Subject to clauses 41.6 to 41.7 (*Other exceptions),* if a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrowers.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the RFR on a compounded basis in the international or any relevant loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrowers.

(c) If any Lender fails to respond to a request for an amendment or waiver described in clause 41.5(a) or 41.5(b) within ten (10) Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this clause 41.5: **"Published Rate"** means:

(a) an RFR; or

(b) the Screen Rate for any Quoted Tenor.

"Published Rate Replacement Event" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Borrowers, materially changed;

(b)

(i)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

(iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;

(v) in the case of the Screen Rate for any Quoted Tenor, the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

(A) stating that that Screen Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrowers) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period which is specified as the "RFR Contingency Period" in the Compounded Rate Terms relating to that Published Rate; or

(d) in the opinion of the Majority Lenders and the Borrowers, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"Relevant Nominating Body" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"Replacement Reference Rate" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Borrowers, generally accepted in the international or any relevant loan markets as the appropriate successor to a Published Rate; or

(c) in the opinion of the Majority Lenders and the Borrowers, an appropriate successor to a Published Rate.

2.23 The references to "Clause 10.2 *(Market Disruption Event)"* shall be amended to refer to "Clause 10.2 *(Market Disruption)".*

2.24 The references to "Clause 10.4 *(Alternative basis of interest or funding)"* shall be amended to refer to "Clause 10.4 *(Cost of Funds)".*

2.25 The references to "Clause 41.5 *(Replacement of Screen Rate)"* shall be amended to refer to "Clause 41.5 *(Changes to reference rates)".*

2.26 Schedule 2 *(Ship information)* shall be deleted and replaced with the following new schedule:

Ship	Name	IMO number	Type of Ship	Owner	Flag state	Approved Classification Society
Ship 10	Hafnia Bering	9725603	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyds Register
Ship 11	Hafnia Magellan	9725615	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyds Register
Ship 12	Hafnia Malacca	9725627	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyd's Register
Ship 13	Hafnia Sunda	9725639	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyd's Register
Ship 14	Hafnia Torres	9729283	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyd's Register
Ship 15	Hafnia Soya	9729271	Handy	Hafnia Tankers Shipholding Singapore Pie Ltd	SGP	Lloyd's Register
Ship 16	Hafnia Pegasus	9461659	**MR**	Hafnia Tankers Singapore Sub-Holding Pie. Ltd.	**DNK**	Lloyd's Register
Ship 17	Hafnia Crux	9461697	**MR**	Hafnia Tankers Singapore Sub-Holding Pie. Ltd.	**DNK**	Lloyd's Register
Ship 18	Hafnia Lupus	9461685	**MR**	Hafnia Tankers Singapore Sub-Holding Pie. Ltd.	**DNK**	Lloyd's Register
Ship 19	Hafnia Phoenix	9461702	**MR**	Hafnia Tankers Singapore Sub-Holding Pie. Ltd.	**DNK**	Lloyd's Register
Ship 20	Hafnia Libra	9617959	**MR**	Hafnia Tankers Singapore Sub-Holding Pie. Ltd.	**DNK**	Lloyd's Register
Ship 21	Hafnia Leo	9476824	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	Lloyd's Register
Ship 22	Hafnia Andromeda	9461661	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	Lloyd's Register
Ship 23	Hafnia Taurus	9461673	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	Lloyd's Register
Ship 24	Hafnia Nordica	9426283	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	Nippon Kaiji Kyokai
Ship 25	Hafnia Lene	9726619	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 26	Hafnia Ane	9709776	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 27	Hafnia Daisy	9709788	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 28	Hafnia Henriette	9726607	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 29	Hafnia Kirsten	9732682	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 30	Hafnia Lise	9726621	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 31	Hafnia Lotte	9732694	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**
Ship 32	Hafnia Mikala	9732709	**MR**	Hafnia Tankers Shipholding Alpha Pie Ltd	**MLT**	**DNVGL**

2.27 A new Schedule 8 *(Compounded Rate* Terms) shall be inserted as follows:

"Schedule 8

Compounded Rate Terms

CURRENCY:	Dollar.
Cost of funds as a fa l/back	
Cost of funds will apply as a fallback.	
Definitions	
Break Costs:	None specified.
Business Day Conventions (definition of "Month" and Clause 9.10 *(Non-Business* Days)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
Central Bank Rate:	(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or (b) if that target is not a single figure, the arithmetic mean of:

(i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment: means in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the twenty per cent (20%) trimmed arithmetic mean (calculated by the Agent of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread: means, in relation to any relevant RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent:

(a) the RFR for that relevant RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Credit Adjustment Spread: 0.23 per cent. per annum

Daily Rate: The **"Daily Rate"** for any RFR Banking Day is: (a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five (5) RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to five (5) decimal places and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period:	Five RFR Banking Days.
Market Disruption Rate:	The percentage rate per annum which is the aggregate of: (a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Compounded Rate Loan; and (b) the applicable Credit Adjustment Spread.
Relevant Market:	The market for overnight cash borrowing collateralised by US Government securities.
Reporting Day:	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.
RFR:	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
RFR Banking Day:	Any day other than: (a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
RFR Contingency Period:	30 days
Reporting Times	
Deadline for the Lenders to report market disruption in accordance with Clause 10.2 (*Market disruption*)	Close of business in Singapore (or Amsterdam, in relation to a Lender acting through its Facility Office in Amsterdam) on the Reporting Day for the relevant Loan.
Deadline for the Lenders to report their cost of funds in accordance with Clause 10.4 (*Cost of funds*)	Close of business on the date falling two (2) Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling three (3) Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan).”

2.28 A new Schedule 9 *(Daily Non-Cumulative Compounded RFR Rate)* to be inserted as follows:

"Schedule 9

Daily Non-Cumulative Compounded RFR Rate

The **"Daily Non-Cumulative Compounded RFR Rate"** for any RFR Banking Day "i" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Agent performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"UCCDR" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day **"i";**

"UCCDR~" means, in relation to that RFR Banking Day **"i",** the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"dee" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"n;" means the number of calendar days from, and including, that RFR Banking Day **"i"** up to, but excluding, the following RFR Banking Day; and

the **"Unannualised Cumulative Compounded Daily Rate"** for any RFR Banking Day (the **"Cumulated RFR Banking Day")** during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Agent performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"ACCOR" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"tn" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"Cumulation Period" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"dee" has the meaning given to that term above; and

the **"Annualised Cumulative Compounded Daily Rate"** for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five (5) decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP} \times n_i}{dcc}\right)-1\right] \times \frac{dcc}{tn_i}$$

where:

"do" means the number of RFR Banking Days in the Cumulation Period;

"Cumulation Period" has the meaning given to that term above;

"i" means a series of whole numbers from one to do, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"Daily Rate_s" means, for any RFR Banking Day **"i"** in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day **"i";**

"n" means, for any RFR Banking Day **"i"** in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day **"i"** up to, but excluding, the following RFR Banking Day;

"dee" has the meaning given to that term above; and

"tn" has the meaning given to that term above.

2.29 A new Schedule 10 *(Cumulative Compounded RFR Rate)* to be inserted as follows:

"Schedule 10

Cumulative Compounded RFR Rate

The **"Cumulative Compounded RFR Rate"** for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of **"Annualised Cumulative Compounded Daily Rate"** in Schedule 9 *(Daily Non-Cumulative Compounded RFR* Rate)) calculated as set out below:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{DailyRate_{i-t_s}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

"do" means the number of RFR Banking Days during the Interest Period;

"i" means a series of whole numbers from one to do, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"Daily Rate.ts" means for any RFR Banking Day **"i"** during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day **"i";**

"n" means, for any RFR Banking Day **"i",** the number of calendar days from, and including, that RFR Banking Day **"i"** up to, but excluding, the following RFR Banking Day;

"dee" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"d" means the number of calendar days during that Interest Period.

3 Continuing obligations

The provisions of the Original Agreement will, except as amended by this Agreement, continue in full force and effect.

4 Effective date

4.1 The amendments to be made to the Original Agreement by this Agreement will take effect on and from the date **(Effective Date)** on which the Agent notifies the Borrowers and the Finance Parties in writing that the Agent has received the following documents in form and substance satisfactory to it:

(a) A copy of the Constitutional Documents of the Borrowers, the Shareholders and the Parent (or alternatively a confirmation from each of them on the date of this Agreement that the Constitutional Documents last provided to the Agent remains correct, complete and in full force and effect).

(b) A copy of the resolutions of the board of directors of the Borrowers, the Shareholders and the Parent (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;

(ii) authorising a specified person or persons to execute this Agreement; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement,

(or alternatively a confirmation from each of them on the date of this Agreement that the resolutions of the board of directors last provided to the Agent remains correct, complete and in full force and effect).

(c) A copy of the specimen signatures of each person authorised by the resolutions referred to in paragraph (b) above in relation to this Agreement and any related documents (or alternatively a confirmation from each of them on the date of this Agreement that the specimen signatures last provided to the Agent remain correct, complete and in full force and effect).

(d) A copy of any power of attorney under which any person is to execute this Agreement on behalf of each Borrower, each Shareholder and the Parent (or alternatively a confirmation from each of them on the date of this Agreement that the power of attorney last provided to the Agent remains correct, complete and in full force and effect).

(e) This Agreement duly executed by the Borrowers, the Shareholders and the Parent.

(f) The amendments to the Mortgages in respect of any Ship flagged in Denmark, company searches conducted in respect of the owner of any Ship flagged in Denmark and evidence that the amendments to those Mortgages in respect of those Ships flagged in Denmark has been registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

(g) Evidence that any fees, commissions, costs and expenses that are due from the Borrowers have been paid or will be paid by the Effective Date.

(h) Issuance of a legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent.

(i) A legal opinion of Kromann Reumert addressed to the Agent on matters of Danish law, substantially in the form approved by the Agent.

5 Confirmations

5.1 Each of the Borrowers and the Parent (by their acknowledgement of this Agreement):

(a) confirms its acceptance of the Original Agreement as amended by this Agreement;

(b) agrees that it is bound (to the extent it was bound by the Original Agreement as amended by this Agreement) by the Original Agreement as amended by this Agreement; and

(c) confirm and agree that their obligations and liabilities under each of the Finance Documents to which they are a party shall remain and continue in full force and effect notwithstanding the amendments to the Original Agreement contained in this Agreement (and any related amendments to the Hedging Contracts) and that the Security Documents remain effective to secure the Original Agreement as amended by this Agreement (and any related amendments to the Hedging Contracts).

5.2 On the date of this Agreement, each of the Borrowers and the Parent (by their acknowledgement of this Agreement) represent to the Agent that:

(a) this Agreement is, and following the Effective Date the Original Agreement as amended by this Agreement will be, its legally binding, valid and enforceable obligations;

(b) it has the power to enter into this Agreement and to perform this Agreement, the Original Agreement as amended by this Agreement and any related amendments to the Hedging Contracts; and

(c) it has taken all necessary action to authorise its entry into, performance and delivery of this Agreement, the Original Agreement as amended by this Agreement and any related amendments to the Hedging Contracts.

5.3 The Majority Lenders have consented to the Borrowers' request to make changes to the terms of the Original Agreement and the Hedging Contracts relating to the benchmark of LIBOR, to be replaced by a successor rate which meets regulatory requirements in anticipation of the discontinuation of the publication of LIBOR..

6 Fees and expenses

The Borrowers shall within six (6) Business Days of demand by the Agent, pay to the Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and other consultants and advisers) reasonably incurred by the Agent in connection with the negotiation, preparation and execution of this Agreement and any other documents related to this Agreement.

7 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

8 Enforcement

Clause 46 *(Enforcement)* of the Original Agreement shall apply to this Agreement, *mutatis mutandis*.

9 Miscellaneous

9.1 References in the Original Agreement to "this Agreement" and references in the other Finance Documents to "the Facility Agreement" shall, with effect from the date hereof be references to the

Original Agreement as am ended by this Agreement and words such as "herein", "hereof, "hereafter", "hereby" and "hereto", where they appear in the Original Agreement or Finance Document (as applicable), shall be construed accordingly.

9.2 Save as may be am ended or varied hereby, the terms of the Original Agreement and the other Finance Documents shall remain unaltered and in **full** force and effect and shall be read and construed as the same may have been amended by this Agreement.

9.3 This Agreement may be executed in counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNATURES

BORROWERS

SIGNED by)

)

for and on behalf of)

HAFNIA TANKERS SHIPHOLDING) Petrus Wouter van Echtelt

SINGAPORE PTE. LTD.)

SIGNED by)

)

for and on behalf of)

HAFNIA TANKERS SHIPHOLDING) Petrus Wouter van Echtelt

ALPHA PTE. LTD.)

SIGNED by)

)

for and on behalf of)

HAFNIA TANKERS SINGAPORE) Petrus Wouter van Echtelt

SUB-HOLDING PTE. LTD.)

SIGNED by)

)

for and on behalf of)

HAFNIA LIMITED) Petrus Wouter van Echtelt

SHAREHOLDERS

SIGNED by)

)

for and on behalf of)

HAFNIA TANKERS SINGAPORE PTE. LTD.) Petrus Wouter van Echtelt

We hereby confirm and agree that notwithstanding the changes to the Original Agreement contemplated by this Agreement our obligations and liabilities under each of the Finance Documents to which we are a party shall remain and continue in full force and effect notwithstanding the amendments to the Original Agreement contained in this Agreement (and any related amendments to the Hedging Contracts) and that the Security Documents to which we are a party remain effective to secure the Original Agreement as amended by this Agreement (and any related amendments to the Hedging Contracts).

SIGNED by)

)

for and on behalf of)

HAFNIA TANKERS SINGAPORE) Petrus Wouter van Echtelt

HOLDING PTE. LTD.)

We hereby confirm and agree that notwithstanding the changes to the Original Agreement contemplated by this Agreement our obligations and liabilities under each of the Finance Documents to which we are a party shall remain and continue in full force and effect notwithstanding the amendments to the Original Agreement contained in this Agreement (and any related amendments to the Hedging Contracts) and that the Security Documents remain effective to secure the Original Agreement as amended by this Agreement (and any related amendments to the Hedging Contracts).

AGENT

For and on behalf of **NORDEA BANK ABP**, FILIAL I **NORGE** (as Agent)



By: Kamilla Nordby

Senior Agency Manager



for **Nordea Bank Abp,**
Filial | Norge
Loan Agency Team-Norway
Kyle Jacob Ritter
Senior Agency Manager

Exhibit 4.8

Private & Confidential

Execution version

Dated 22 March 2021

HAFNIA PTE. LTD. as Borrower

guaranteed by HAFNIA LIMITED

with

STANDARD CHARTERED BANK (SINGAPORE) LIMITED as Facility Co-ordinator

STANDARD CHARTERED BANK (HONG KONG) LIMITED as Agent

STANDARD CHARTERED BANK (HONG KONG) LIMITED as Security Agent

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as mandated lead arrangers

ING BANK N.V., SINGAPORE BRANCH and OVERSEA-CHINESE BANKING CORPORATION LIMITED

as Sustainability Co-ordinators

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as Lenders

and

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as Hedging Providers

FACILITY AGREEMENT

Up to $374,080,000 senior secured term loan and revolving credit facility

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 22 March 2021 and made between:

(A) **HAFNIA PTE. LTD.** as borrower (the **Borrower**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **STANDARD CHARTERED BANK (SINGAPORE) LIMITED** as facility co-ordinator (the **Facility Co-ordinator**);

(D) **STANDARD CHARTERED BANK (HONG KONG) LIMITED** as agent of the other Finance Parties (the **Agent**);

(E) **STANDARD CHARTERED BANK (HONG KONG) LIMITED** as security agent of the Finance Parties (the **Security Agent**);

(F) **ING BANK N.V., SINGAPORE BRANCH and OVERSEA-CHINESE BANKING CORPORATION LIMITED** as sustainability co-ordinators (the **Sustainability Co-ordinators**);

(G) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as original lenders (the **Original Lenders**);

(H) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as mandated lead arrangers (whether acting individually or together the **Arrangers**); and

(I) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as hedging providers (the **Hedging Providers**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrower.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as such under the Finance Documents.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order), Terrorism (Suppression of Financing) Act (Cap. 325) of Singapore or any similar laws enacted in or by the United States, the European Union, Singapore or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Lorentzen & Stemoco, Clarksons Valuations, Drewry Maritime Advisors, Braemar Seascope Limited, Maersk Broker and Arrow Sale & Purchase (UK) Limited and such other independent reputable brokers nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders).

Approved Classification Society means DNV GL, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) and, in relation to each Ship on the Utilisation Date in relation to the Term Loan, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man, United Kingdom, Malta, Denmark (DIS) or such other jurisdiction as may be requested by the Borrower and approved in writing by the Agent (acting on the instructions of all Lenders with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pte. Ltd. and Hafnia Pools Pte. Ltd. (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR or handy tankers as commercial managers; and

(b) BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., Wallem Group Limited and MMS Co., Ltd. Singapore Branch as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Asset Cover is as defined in clause 7.17 (*Sale*).

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrower.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

Basel II Accord means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means the amount (if any) by which:

(a) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in any Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Amsterdam, Tokyo, Hong Kong, Stockholm, London and Singapore and, with respect to any payments to be made hereunder, New York.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Suite 400, 22 Church Street, HM 1189, Hamilton HM EX, Bermuda.

Change of Control Event means that:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3, Part 3, paragraph 2(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Code means the US Internal Revenue Code of 1986.

Commitment means, in relation to a Lender, its Term Loan Facility Commitment or Revolving Credit Facility Commitment and **Commitments** means all of them.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*) or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Facilities of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers;

(b) any shareholders of the Parent; or

(c) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(a) information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 42 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(b) any Funding Rate.

In addition, any rates or other information in relation to funding costs provided by an individual Reference Bank in relation to the calculation of a Reference Bank Rate shall be confidential.

Confirmation shall have, in relation to any Hedging Transaction, the meaning given to it in the relevant Hedging Master Agreement.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Deed of Covenant means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is in account current form, a first deed of covenant in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the relevant Owner in favour of the Security Agent in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 28 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Disposal Repayment Date (Total Loss) means, in relation to a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date.

Disposal Repayment Date (Sale) means, in relation to a sale of a Mortgaged Ship by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person:

(a) subject to paragraph (b) below, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment; and

(b) where a Ship is engaged and operates under any Pool Agreement, the pool distributions payable or to become payable to the Borrower or any bareboat charterer in relation to that Ship in accordance with the Pool Agreement.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*).

Facility Office means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement; and

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully paid and discharged.

Facilities means the Term Loan Facility and the Revolving Credit Facility made available under this Agreement as described in clause 2 (*The Facilities*) and **Facility** means either of them.

Fair Market Value means, in respect of any Ship, the average of the valuations, determined in accordance with clause 25 (*Minimum security value*) or, for the purposes of clause 5.7, as required under clause 4 (*Conditions of Utilisation*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "pass thru payment" described in section 1471(d)(7) of the Code not falling within (a) above, the first date from which a payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means any letter between the Arrangers or the Lenders or the Facility Co-ordinator or the Sustainability Co-ordinators and the Borrower or the Agent or the Security Agent and the Borrower setting out any of the fees referred to in clause 11 (*Fees*).

Final Reduction Date subject to clauses 35.12 and 35.13 (*Business Days*), the 23rd Quarter Date after the First Reduction Date.

Final Repayment Date means subject to clauses 35.12 and 35.13 (*Business Days*), the 27th Quarter Date after the First Repayment Date.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, the Hedging Contracts, any Hedging Master Agreement, any Transfer Certificate and any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, the Security Agent, any Arranger, any Hedging Provider or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP;

(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

First Reduction Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, the 5th Quarter Date after the first Utilisation.

First Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, in relation to the Term Loan Facility, the first Quarter Date after the first Utilisation Date, or if there is less than forty five (45) days between the first Utilisation Date and the first Quarter Date, the next Quarter Date thereafter.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Lenders or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the relevant Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to clause 10.4(a)(ii) (*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrower and the relevant Owner) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

Hedging Contract means any Hedging Transaction in connection with the Facilities between the Borrower and any Hedging Provider pursuant to any Hedging Master Agreement and includes the Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means all of them.

Hedging Master Agreements means the agreements made or (as the context may require) to be made between the Borrower and a Hedging Provider each comprising a 2002 ISDA Master Agreement and Schedule thereto in the agreed form and **Hedging Master Agreement** means any of them.

Hedging Providers mean the banks, financial institutions and other entities listed in Schedule 1 as hedging providers.

Hedging Transaction has, in relation to any Hedging Master Agreement, the meaning given to the term "**Transaction**" in that Hedging Master Agreement.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Insurance Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Security Agent in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the relevant Owner or the joint names of the relevant Owner and any other person in respect of or in connection with such Ship and/or the relevant Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interbank Market means the London interbank market.

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.3 to 8.5 (*Default interest*).

Interpolated Screen Rate means, in relation to LIBOR for any Loan or any part of it or any Unpaid Sum, the rate (rounded upwards to four decimal places) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period of that Loan (or the relevant part of it) or the relevant Unpaid Sum; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period for that Loan (or the relevant part of it) of the relevant Unpaid Sum,

each as of 11:00 a.m. (London time) on the Quotation Day.

Last Availability Date means:

(a) in relation to the Term Loan Facility, 30 April 2021; and

(b) in relation to the Revolving Credit Facility, the date falling three (3) months prior to the Final Reduction Date.

Legal Opinion means any legal opinion delivered to the Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the Original Lenders; and

(b) any lender which has become a Party as a lender in accordance with clause 29 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement, and **Lenders** means all of them.

LIBOR means, in relation to any Loan or any Unpaid Sum:

(a) the applicable Screen Rate as of 11:00 am London time on the Quotation Day for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero.

Loan Period means the period from the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents (excluding the Hedging Contracts) has been fully paid and discharged.

Loans mean the Term Loan and each Revolving Credit Facility Loan and **Loan** means any of them.

London Business Days means a day or days (other than a Saturday or Sunday) on which banks are open for general business in London.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Majority Lenders means:

(a) if no Loans are then outstanding, a Lender or Lenders whose Commitments aggregate more than 66⅔% of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Commitments immediately prior to the reduction); or

(b) at any other time, a Lender or Lenders whose participations in the Loans aggregate more than 66⅔% of the aggregate Loans.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means 1.50% per annum, subject to the Sustainability Margin Adjustment Mechanism set out in Schedule 8 (*Sustainability Principles*).

Material Adverse Effect means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole; or

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Value means, at any time, the amount in dollars which is at that time equal to one hundred and twenty five per cent (125%) of X where X equals:

the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility minus:

(a) the amount of the mandatory prepayment applied or to be applied under clauses 7.18 to 7.19 (*Total Loss*) as a result of any Mortgaged Ship which has become a Total Loss but whose Disposal Repayment Date (Total Loss) has not then occurred; and

(b) in the context of clause 25.12 (*Security shortfall*) only, the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Minimum Value Relating to Sale is as defined in clause 7.17 (*Sale*).

Mortgage means, in relation to a Ship or a Substitute Ship, a first mortgage of such Ship or Substitute Ship in the agreed form by the relevant Owner in favour of the Security Agent.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship or Substitute Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship or Substitute Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 29 (*Changes to the Lenders*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*); and

(b) if applicable, any Insurance Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means the Borrower, the Parent and each Owner (and any other person specified as an 'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent for its financial year ended 2020; and

(b) the audited consolidated financial statements of the Borrower for its financial year ended 2019.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Shipowner Guarantees from the relevant Owner;

(b) the Mortgages over each of the Ships; and

(c) the Deeds of Covenant over each of the Ships.

Owner means, as at the date of this Agreement, BW Aldrich Pte. Ltd. a private limited company incorporated in Singapore with UEN no. 201412465W and registered office at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438 or any Substitute Owner.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements) to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems- related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements); or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements),

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (*Repairer's Lien*);

(b) any lien on the Ship for master's, officer's or crew's wages and master's disbursements outstanding in the ordinary course of its trading; and

(c) any lien on the Ship for salvage,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien; or

(c) is approved by the Majority Lenders.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Pool Agreement means a pooling arrangement pursuant to a pool management agreement or similar agreement.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

Quotation Day means (a) in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days) and (b) in relation to any Interest Period the duration of which is selected by the Agent pursuant to clause 8.3 (*Default interest*), such date as may be determined by the Agent (acting reasonably).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Reduction Date means, subject to clauses 35.12 and 35.13 (*Business Days)*:

(a) the First Reduction Date;

(b) each of the Quarter Dates after the First Reduction Date up to but not including the Final Reduction Date; and

(c) the Final Reduction Date.

Reference Banks means, in relation to LIBOR, each Lender (except BNP Paribas, ING Bank N.V., Singapore Branch, Société Générale, Skandinaviska Enskilda Banken AB (publ) and Standard Chartered Bank (Singapore) Limited) or such other banks as may be appointed by the Agent in consultation with the Borrower in the event that a Lender does not wish to act as a Reference Bank.

Reference Bank Rate means the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request by the Reference Banks as the rate at which the relevant Reference Bank could borrow funds in the Interbank Market, in the relevant currency and for the relevant period, were it to do so by asking for and then accepting interbank offers for deposits in reasonable market size in that currency and for that period.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days*):

(a) the First Repayment Date;

(b) each of the Quarter Dates after the First Repayment Date up to but not including the Final Repayment Date; and

(c) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.33, 18.36 to 18.37, 18.40, 18.42 (a) and (b) and 18.44.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that any Finance Party would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Revolving Credit Facility means the revolving credit facility made available by the Lenders under this Agreement as described in clause 2 (*The Facilities*).

Revolving Credit Facility Commitment means:

(a) in relation to an Original Lender, the amount set out under its name under the heading "Revolving Credit Facility Commitment" in Schedule 1 (*The original parties*) and the amount of any other Revolving Credit Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Revolving Credit Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Revolving Credit Facility Loan means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan.

Rollover Loan means a Revolving Credit Facility Loan:

(a) made or to be made on the same day that a maturing Revolving Credit Facility Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Facility Loan; and

(c) made or to be made for the purpose of refinancing the maturing Revolving Credit Facility Loan.

Sanctions means any applicable (to Obligors and/or any Relevant Person and/or Finance Party as the context provides) trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means the United Nations, the European Union, the United States of America, France, the Netherlands, Sweden, the United Kingdom, the Republic of Singapore, Japan, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and Her Majesty's Treasury, the Monetary Authority of Singapore, the French Republic, the Ministry of Finance of Japan and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Agent may specify another page or service displaying the relevant rate after consultation with the Borrower and the Lenders.

Security Agent includes any person as may be appointed as such under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed in favour of the Security Agent to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Security Agent provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clause 18.41 (*Ship status*).

Shipowner Guarantee means, in relation to a Ship, a limited recourse guarantee by the relevant Owner in favour of the Security Agent in the agreed form.

Ships means each of the ships described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Substitute Owner means any registered owner of a Substitute Ship pursuant to clause 25.15 (*Substitution of a Mortgaged Ship*).

Substitute Ship is defined in clause 25.15 (*Substitution of a Mortgaged Ship*).

Suspended Undrawn Revolving Credit Facility means, at any relevant time, the aggregate amount of the undrawn Revolving Credit Facility Commitments which are subject to a suspension pursuant to the terms of this Agreement.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Term Loan means the loan made or to be made under the Term Loan Facility or the principal amount outstanding for the time being of that loan.

Term Loan Facility means the term loan facility made available by the Lenders under this Agreement as described in clause 2 (*The Facilities*).

Term Loan Facility Commitment means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "Term Loan Facility Commitment" in Schedule 1 (*The original parties*) and the amount of any other Term Loan Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Term Loan Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Total Commitments means the aggregate of the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments, being three hundred and seventy four million eighty thousand dollars ($374,080,000) as at the date of this Agreement.

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a "**Compulsory Acquisition**") (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss and where the Ship's Insurances are subject to English law, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date ninety (90) days after its Total Loss Date; and

(b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Total Revolving Credit Facility Commitments means, at any relevant time, the aggregate of the Revolving Credit Facility Commitments, being one hundred million dollars ($100,000,000) at the date of this Agreement.

Total Term Loan Facility Commitments means, at any relevant time, the aggregate of the Term Loan Facility Commitments, being two hundred and seventy four million eighty thousand dollars ($274,080,000) as at the date of this Agreement.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

Transfer Date means, in relation to an assignment, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Trust Property means, collectively:

(a) all moneys duly received by the Security Agent under or in respect of the Finance Documents;

(b) the Security Interests, guarantees, security, powers and rights given to the Security Agent under and pursuant to the Finance Documents including, without limitation, the covenants given to the Security Agent in respect of all obligations of any Obligor;

(c) all assets paid or transferred to or vested in the Security Agent or its agent or received or recovered by the Security Agent or its agent in connection with any of the Finance Documents whether from any Obligor or any other person; and

(d) all or any part of any rights, benefits, interests and other assets at any time representing or deriving from any of the above, including all income and other sums at any time received or receivable by the Security Agent or its agent in respect of the same (or any part thereof).

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of a Loan.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(e) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(f) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere; and

(g) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Vessel's Portion (Sale) is as defined in clause 7.17 (*Sale*).

Vessel's Portion (Total Loss) is as defined in clause 7.19 (*Total Loss*).

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

(c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail- In Legislation that are related to or ancillary to any of those powers.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Singapore time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form;

(ii) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower;

(g) **approved by the Majority Lenders or approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise approved means approved in writing by the Agent (on such conditions as the Agent may impose) and **approval** and **approve** shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(k) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(C) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(l) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(m) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(n) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the Singapore foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);

(o) a **government entity** means any government, state or agency of a state;

(p) a **group of Lenders** includes all the Lenders;

(q) a **guarantee** (other than in clause 17 (*Guarantee and indemnity*) or any Shipowner Guarantee) means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(r) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(s) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and

(ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month

and the above rules in paragraphs (i) to (ii) will only apply to the last month of any period;

(t) an **obligation** means any duty, obligation or liability of any kind;

(u) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(v) **pay** or **repay** in clause 27 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(w) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(x) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(y) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(z) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(aa) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(bb) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries;

(cc) the usage of the term **Sanctions** only applies, in relation to any Finance Party that is situated in the European Union, to the extent that the usage of any such term in any particular provision of any Transaction Document does not result in any violation of EU Regulation (EC) 2271/96 (including as implemented in the state of incorporation of that Finance Party or in the jurisdiction in which a Lender's Facility Office is located) or any other similar anti-boycott law applicable to that Finance Party (without in any way limiting the applicability or effectiveness of any applicable provision as between the other Finance Parties and the Borrower). In connection with any waiver, determination or direction relating to any provisions which do not apply for the benefit of a Lender (a **Restricted Lender**) by virtue of the foregoing sentence (but, for the avoidance of doubt, not with respect to any other provisions which do apply for the benefit of a Restricted Lender), the Parties agree that (if a Commitment is then outstanding) the Commitment or (at any other time) the participation in the Commitment of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Majority Lenders has been made. The Parties agree that this Clause may not be amended without the prior written consent of any Restricted Lender;

(dd) a provision of law is a reference to that provision as amended or re-enacted; and

(ee) a person includes its successors in title, permitted assignees or transferees.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied (prior to the Finance Parties taking any action under clause 28.43(a) to 28.43(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

Third party rights

1.8 Unless expressly provided to the contrary in a Finance Document for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.9 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.10 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

Finance Documents

1.11 Where any other Finance Document provides that this clause 1.11 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.12 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Facilities

The Facilities

2.1 Subject to the terms of this Agreement:

(a) the Lenders make available to the Borrower a USD term loan facility in an aggregate amount equal to the Total Term Loan Facility Commitments; and

(b) the Lenders make available to the Borrower a reducing USD revolving credit facility in an aggregate amount equal to the Total Revolving Credit Facility Commitments from time to time.

Finance Parties' rights and obligations

2.2 The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

2.3 The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with clause 2.4 below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of any Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in any Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

2.4 A Finance Party may, except as specifically provided in the Finance Documents (including clauses 31.81 and 31.82 (*All enforcement action through the Security Agent*)) and clauses 32.2 and 32.3 (*Finance Parties acting together*), separately enforce its rights under or in connection with the Finance Documents.

3 Purpose

Purpose

3.1 The Borrower shall apply all amounts borrowed under the Facilities in accordance with this clause 3.

Term Loan Facility

3.2 The Term Loan Facility shall be made available solely for the purpose of assisting the Borrower to refinance the acquisition cost of the Ships.

Revolving Credit Facility

3.3 The Revolving Credit Facility may be used to refinance the acquisition cost of the Ships (including, without limitation, to repay Revolving Credit Facility Loans under this Agreement.

Monitoring

3.4 No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent to signing

4.1 On or prior to the date of this Agreement, the Borrower shall provide to the Agent all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to signing*) in form and substance satisfactory to the Agent.

Conditions precedent to the delivery of the first Utilisation Request

4.2 The Borrower may not deliver the first Utilisation Request until the Agent has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent to the delivery of a Utilisation Request*) in form and substance satisfactory to the Agent.

Ship and security conditions precedent

4.3 The first Utilisation shall only become available for borrowing under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Parts 1, 2 and 3 of Schedule 3 in relation to each Ship and the relevant Owner in form and substance satisfactory to the Agent.

Conditions subsequent

4.4 The Agent, or its duly authorised representative, shall receive within the period set out therein, the documents and evidence specified in Part 4 of Schedule 3 (*Conditions subsequent*) in form and substance satisfactory to the Agent, provided that in the case of the legal opinions set out in Part 4 of Schedule 3 (*Conditions subsequent*) and the issued opinion from insurance consultants set out in Part 4 of Schedule 3 (*Conditions subsequent*), the Agent and the Lenders acknowledge that delivery of such opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Agent to procure the delivery of the same by the deadline date specified therefor, the Lenders shall instruct the Agent to, and upon receipt of such instructions, the Agent shall, extend such deadline date if required to avoid any Event of Default.

Notice to Lenders

4.5 The Agent shall notify the Lenders and the Borrower promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.6 The Lenders will only be obliged to comply with clauses 5.11 to 5.14 (*Lenders' participation*) if, on the date of the Utilisation Request (except in relation to a Rollover Loan) and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed utilisation of the relevant Revolving Credit Facility Loan;

(b) in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation;

(c) in all such cases, all of the Repeating Representations are true in all material respects; and

(d) in the case of the first Utilisation, all of the other representations set out in clause 18 (*Representations*) are true in all material respects.

Maximum number of Revolving Credit Facility Loans

4.7 The Borrower may not deliver a Utilisation Request in the case of the Revolving Credit Facility if, as a result of the proposed Utilisation, more than ten (10) Revolving Credit Facility Loans would be outstanding.

Waiver of conditions precedent

4.8 The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of all Lenders.

Section 3 - Utilisation

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrower may utilise the Term Loan Facility or the Revolving Credit Facility (other than in respect of any Rollover Loan utilised pursuant to clauses 5.15 to 5.16 below) by delivery to the Agent of a duly completed Utilisation Request (in the form set out in Schedule 4 of this Agreement) via email to loansAgency.HK@sc.com (or any email address to be designated by the Agent) not later than three (3) Business Days before the proposed Utilisation Date or such shorter period as the Agent and all the Lenders may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the applicable Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.6 to 5.10 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Loan to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 The Term Loan Facility may only be borrowed in a single Utilisation.

5.4 In relation to the Revolving Credit Facility, only one Revolving Credit Facility Loan may be requested in each Utilisation Request.

5.5 The initial Utilisation under the Revolving Credit Facility may occur from the date of the Utilisation under the Term Loan Facility.

Currency and amount

5.6 The currency specified in a Utilisation Request must be dollars.

5.7 The aggregate amount of (a) the Loan(s) to be advanced on the first Utilisation Date and (b) any undrawn part of the Revolving Credit Facility immediately following the first Utilisation Date, shall not exceed the lesser of (i) the Total Commitments as at the date of this Agreement and (ii) the amount in dollars which is equal to 65% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under part 2 of Schedule 3 as a condition precedent to the first Utilisation Date) (excluding any Ship that has become a Total Loss). If the Total Commitments are not available to be drawn as a result of this clause, the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments shall be reduced and cancelled *pro rata* and the repayment instalments for the Term Loan and the scheduled reductions of the Revolving Credit Facility shall be reduced *pro rata*.

5.8 The amount of any proposed Revolving Credit Facility Loan must be a minimum of $5,000,000 and in integral multiples of $1,000,000 (or if less, the amount of the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) less the aggregate amount of the outstanding Revolving Credit Facility Loans and must not exceed (when aggregated with the outstanding Revolving Credit Facility Loans) the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility)).

5.9 The aggregate amount of the Revolving Credit Facility Loans at any time shall not exceed the uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

5.10 The Loans shall be used for the purpose specified in clause 3 (*Purpose*).

Lenders' participation

5.11 If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Loan available by the Utilisation Date through its Facility Office.

5.12 The amount of each Lender's participation in each Loan will be equal to the proportion borne by its Term Loan Facility Commitment and Revolving Credit Facility Commitment (as applicable) to the Total Term Loan Facility Commitment and Total Revolving Credit Facility Commitment (as applicable) immediately prior to making the relevant Utilisation.

5.13 The Agent shall promptly notify each Lender of the amount of each Loan and the amount of its participation in each Loan and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 (*Payments to the Agent*), in each case by 11:00 a.m. (Singapore time) on the Business Day following the Quotation Day.

5.14 The Agent shall pay all amounts received by it in respect of each Loan (and its own participation in it, if any) to the Borrower or for the account of the Borrower in accordance with the instructions contained in the Utilisation Request.

Rollover Loans

5.15 On the last day of the Interest Period for a maturing Revolving Credit Facility Loan which falls on or before the Last Availability Date for the Revolving Credit Facility (a **Rollover Date**) (on which date such Revolving Credit Facility Loan is due to be repaid), the Lenders shall, subject to clause 6.6, unless (a) not less than three (3) Business Days before such Rollover Date the Borrower notifies the Agent that no Rollover Loan should be advanced for the relevant Revolving Credit Facility Loan or (b) an Event of Default has occurred and is continuing at such time, be deemed to advance to the Borrower a Rollover Loan in an aggregate amount of which is equal to (or less than, if the Borrower notifies the Agent of the same pursuant to clause 6.7 (*Repayment – Revolving Credit Facility*)), the maturing Revolving Credit Facility Loan or, if less, the balance of the available and undrawn Total Revolving Credit Facility Commitments.

5.16 Such Rollover Loan shall be made solely for the purpose of refinancing the maturing Revolving Credit Facility Loan on the last day of its Interest Period.

5.17 For the avoidance of doubt, no Utilisation Request needs to be given by the Borrower in relation to the utilisation of a Rollover Loan made and applied pursuant to clauses 5.15 and 5.16.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Repayment – Term Loan Facility

6.1 The Borrower shall on each Repayment Date repay such part of the Term Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled repayment of Term Loan Facility*).

Scheduled repayment of Term Loan Facility

6.2 To the extent not previously reduced in accordance with the terms of this Agreement, the Term Loan shall be repaid by instalments on each Repayment Date, with each such instalment being for such amount as is set out in Schedule 7 (*Repayment Schedule*), as may be revised by, clause 5.7 (*Currency and amount*) and clause 6.5 (*Adjustment of scheduled repayments*).

6.3 On the Final Repayment Date (without prejudice to any other provision of this Agreement), the Term Loan shall be repaid in full.

6.4 On the Final Repayment Date (without prejudice to any other provision of this Agreement), any other amounts owing by the Borrower to any Finance Party under any of the Finance Documents (as conclusively certified by the Agent) shall be repaid in full.

Adjustment of scheduled repayments

6.5 If the Total Term Loan Facility Commitments are not fully drawn down on the first Utilisation Date, the undrawn amount shall be automatically cancelled on the first Utilisation Date and the amount of each repayment instalment to be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) shall be reduced on a *pro rata* basis by the amount so cancelled. If the Total Term Loan Facility Commitments have been partially cancelled under this Agreement and/or any part of the Term Loan is prepaid (other than under clauses 6.2 (*Scheduled repayment of Term Loan Facility*)), then the amount of each remaining instalment by which the Term Loan shall be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) (as reduced by any earlier operation of this clause 6.5) shall be reduced *pro rata* to such cancellation in the Total Term Loan Facility Commitments or prepayment of the Term Loan.

Reduction – Revolving Credit Facility

6.6 The Borrower shall repay each Revolving Credit Facility Loan on the last day of its Interest Period. To the extent not previously reduced, the Total Revolving Credit Facility Commitments shall be reduced on each Reduction Date by such amount as set out in Schedule 7 (*Repayment Schedule*), as may be revised by clause 5.7 (*Currency and amount*) and clause 6.8.

6.7 If such reduction would result in the outstanding amount under the Revolving Credit Facility Loans being greater than the Total Revolving Credit Facility Commitments, a corresponding repayment of the Revolving Credit Facility Loan(s) (as selected by the Borrower) shall be made on the relevant Reduction Date.

6.8 If the Total Revolving Credit Facility Commitments has been partially reduced/cancelled under this Agreement (other than under clause 6.6) then the amount of each remaining scheduled reduction by which the Total Revolving Credit Facility Commitments shall be reduced under clause 6.6 on any such Reduction Date (as reduced by any earlier operation of this clause 6.8) shall be reduced pro rata to such reduction in the Total Revolving Credit Facility Commitments.

6.9 Without prejudice to the Borrower's obligations under clause 6.6 above, if a Revolving Credit Facility Loan is to be made available to the Borrower (i) on the same day that a maturing Revolving Credit Facility Loan is due to be repaid by the Borrower; and (ii) in whole or in part for the purposes of refinancing the maturing Revolving Credit Facility Loan; and the proportion borne by each Lender's participation in the maturing Revolving Credit Facility Loan to the amount of that Revolving Credit Facility Loan immediately before the new Revolving Credit Facility Loan is made is the same as the proportion borne by that Lender's participation in the new Revolving Credit Facility Loan to the amount of the new Revolving Credit Facility Loan, the amount of the new Revolving Credit Facility Loan shall, unless the Borrower notify the Agent to the contrary in the relevant Utilisation Request (if a Utilisation Request is to be given in respect of such Revolving Credit Facility Loan) or otherwise separately in writing (in the case of a Rollover Loan where the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the Rollover Loan), be treated as if applied in or towards repayment of the maturing Revolving Credit Facility Loan so that:

(a) if the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will only be required to make a payment under clause 35.1(*Payments to the Agent*) in an amount equal to that excess; and

(ii) each Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available to and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan and that Lender will not be required to make a payment under clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Revolving Credit Facility Loan; and

(b) if the amount of the maturing Revolving Credit Facility Loan is equal to or less than the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will not be required to make a payment under clause 35.1 (*Payments to the Agent*); and

(ii) each Lender will be required to make a payment under clause 35.1 (*Payments to the Agent)* in respect of its participation in the new Revolving Credit Facility Loan only to the extent that its participation in the new Revolving Credit Facility Loan exceeds that Lender's participation in the maturing Revolving Credit Facility Loan and the remainder of that Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan.

6.10 On the Final Reduction Date (without prejudice to any other provision of this Agreement), the Total Revolving Credit Facility Commitments shall be reduced to zero and shall be repaid in full.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loans or it becomes unlawful for any Affiliate of a Lender for that Lender to do so or it becomes contrary to Sanctions to do the same:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower and subject to the right to replace the Lender in accordance with clause 7.11, the Commitments of that Lender will be immediately cancelled; and

(c) subject to clause 7.11, the Borrower shall repay that Lender's participation in each of the Loans on the last day of each Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrower shall promptly notify the Agent in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrower shall provide such further information thereafter as may be requested by the Agent (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification, the Agent (acting on the instructions of the Majority Lenders) may by notice to the Borrower (an **Agent Notice**), cancel the Total Commitments with effect from a date specified in that Agent Notice which is at least thirty (30) days after the date of the Agent Notice and declare that all or part of the Loans be payable within thirty (30) days after the date of the Agent Notice PROVIDED ALWAYS that the Agent's right to serve an Agent Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent,

the Total Commitments shall be cancelled and all amounts outstanding under the Facilities shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in paragraphs (a) and/or (b) above.

Voluntary cancellation

7.5 The Borrower may, if it gives the Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of $5,000,000) of the Facilities which is undrawn at the proposed date of cancellation. No penalty shall be applied to any voluntary cancellation under this clause. The Borrower may in its discretion nominate which Facility to cancel and after such nomination, such cancellation shall, in respect of the Term Loan Facility, reduce the repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*) and, in respect of the Revolving Credit Facility, reduce each remaining scheduled reduction in respect of the Revolving Credit Facility in accordance with clause 6.8 (*Reduction – Revolving Credit Facility*). Upon any such cancellation the Total Commitments shall be reduced by the same amount.

Voluntary prepayment

7.6 The Borrower may, if it gives the Agent not less than five (5) Business Days' prior written notice, prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs). No penalty shall be applied to any voluntary prepayment under this clause. The Borrower may in its discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*).

Right of replacement or cancellation and prepayment in relation to a single Lender

7.7 If:

(a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.5 (*Tax gross-up*);

(b) any Lender claims indemnification from the Borrower under clause 12.9 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or

(c) any Lender becomes a Non-Consenting Lender (as defined in clause 7.14 below),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues or, as the case may be, while a Lender continues to be a Non- Consenting Lender, give the Agent notice of cancellation of the Commitments of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with clause 7.10.

7.8 On receipt of a notice referred to in clause 7.7 above, the Commitments of that Lender shall immediately be reduced to zero.

7.9 On the last day of each Interest Period for a Loan which ends after the Borrower has given notice under clause 7.7 above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in each applicable Loan.

7.10 The Borrower may, in the circumstances set out in clauses 7.1 (*Illegality*) or 7.7, on ten (10) Business Days' prior notice to the Agent and that Lender (or, in respect of clause 7.1 (*Illegality*) by notice to the Agent and that Lender to be sent on the date (the **Applicable Date**) that the Commitments of that Lender would have otherwise have been cancelled pursuant to clause 7.1 (*Illegality*) but for this clause), replace that Lender by requiring that Lender to assign (and, to the extent permitted by law, that Lender shall assign) pursuant to clause 29 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement to a Lender or other bank, financial institution, trust, fund, insurer, reinsurer or other entity (save for any entity related to the Borrower) selected by the Borrower which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in accordance with clause 29 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

(a) the outstanding principal amount of such Lender's participation in the Loans;

(b) all accrued interest owing to such Lender;

(c) the Break Costs which would have been payable to such Lender pursuant to clause 10.6 (*Break Costs*) had the Borrower prepaid in full that Lender’s participation in the Loans on the date of the assignment; and

(d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.11 The replacement of a Lender pursuant to clause 7.10 shall be subject to the following conditions:

(a) the Borrower shall have no right to replace the Agent;

(b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(c) in no event shall the Lender replaced under clause 7.10 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;

(d) the Lender shall only be obliged to assign its rights pursuant to clause 7.10 above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment;

(e) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a replacement Lender; and

(f) for the purposes of clause 7.1 (*Illegality*), the replacement of a Lender pursuant to clause 7.10 shall occur no later than the later of (i) five (5) Business Days after the Applicable Date and (ii) the date that the first prepayment to that Lender would be due pursuant to clause 7.1 (*Illegality*) but for this clause (the **Cut Off-Date**), failing which the Borrower shall repay that Lender's participation in each of the Loans on the next Business Day after the Cut-Off Date and that Lender's Commitments shall be cancelled on the same date. Notwithstanding any other terms of this Agreement, for the period between an Applicable Date relevant to a Lender to a Cut Off-Date relevant to a Lender, that Lender shall not be obliged to advance any Commitment.

7.12 A Lender shall perform the checks described in clause 7.11(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.13 The Agent shall perform the checks described in clause 7.11(e) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Borrower when it is satisfied that it has complied with those checks.

7.14 In the event that:

(a) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(b) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(c) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a **Non-Consenting Lender**.

Sale

7.15 On the Disposal Repayment Date (Sale) in relation to any Mortgaged Ship:

(a) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be at least the relevant Minimum Value Relating to Sale, the Borrower is not required to suspend and/or prepay any amounts under the Facility; or

(b) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be less than the relevant Minimum Value Relating to Sale, the Borrower shall suspend undrawn Revolving Credit Facility Commitments which are not then subject to a suspension and/or prepay any Loan outstanding so that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship). Such suspension and/or prepayment shall be applied in the following order:

(i) first, to the Revolving Credit Facility by way of suspending the necessary amount of the undrawn Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship);

(ii) secondly, if such suspension in accordance with clause 7.15(b)(i) is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrower shall in addition prepay the necessary amount of the Revolving Credit Facility Loans (and shall be entitled to determine which ones) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship) and any amount of the Revolving Credit Facility Commitments which becomes undrawn as a result of such prepayment shall automatically become part of the Suspended Undrawn Revolving Credit Facility;

(iii) thirdly, if such suspension and/or prepayment in accordance with clauses 7.15 (b)(i) and 7.15(b)(ii) respectively is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrower shall in addition prepay the necessary amount of the Term Loan so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship).

7.16 Following a Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, and within 180 days of the Disposal Repayment Date (Sale) of that Mortgaged Ship, the Borrower shall ensure that either:

(a) a Substitute Ship is provided in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold, whereupon any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall, subject to clause 6.6 (*Reduction – Revolving Credit Facility*), become available in full for drawing again; or

(b) if no Substitute Ship is provided within the aforementioned 180 days in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold or the Borrower by notice elects not to provide a Substitute Ship, any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall, subject to clause 6.6 (*Reduction – Revolving Credit Facility*), become available for drawing again and the Borrower shall immediately prepay and/or cancel (i) an amount equal to the Vessel's Portion (Sale) of the aggregate of the outstanding Loans and any undrawn and uncancelled Revolving Credit Facility Commitments that were not part of the Suspended Undrawn Revolving Credit Facility at the time of the Disposal Repayment Date (Sale) less any prepayment already made pursuant to clause 7.15(b)(iii) and (ii) any additional amounts necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied.

For the purposes of clause 7.16(b) the Borrower may, in its discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any such prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments.

7.17 In clauses 7.15 and 7.16 (*Sale*):

(a) "**Asset Cover**" means, at the relevant time, the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships divided by the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(b) "**Minimum Value Relating to Sale**" means (i) in relation to the period from the first Utilisation Date up to (but excluding) the date three years thereafter, at any relevant time, 155% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility; and (ii) in relation to the period three years after the first Utilisation Date up to the end of the Facility Period (both dates inclusive), at any relevant time, 165% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(c) "**Vessel's Portion (Sale)**" means, on the Disposal Repayment Date (Sale), the Fair Market Value (Sale) of the Mortgaged Ship that is or was subject to sale divided by the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships.

(d) The "**Fair Market Value (Sale)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Sale) otherwise the Fair Market Value (Sale) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, unless an Event of Default has occurred and is continuing, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clauses 7.15 and 7.16 (*Sale*) provided that upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Total Loss

7.18 On the Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, the Borrower shall immediately prepay and/or cancel the Vessel's Portion (Total Loss) of the aggregate outstanding Loans and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility and any additional amount necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied. The Borrower may, in its discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments. After such prepayment, any excess Total Loss proceeds in respect of the Mortgaged Ship subject to the Total Loss shall be freely available to the Borrower provided no Default is continuing.

7.19 In clause 7.18 (*Total Loss*):

(a) "**Vessel's Portion (Total Loss)**" means, on the Disposal Repayment Date (Total Loss), the Fair Market Value (Total Loss) of the Mortgaged Ship that is or was subject to a Total Loss divided by the aggregate of the Fair Market Values (Total Loss) of all of the Mortgaged Ships.

(b) The "**Fair Market Value (Total Loss)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Total Loss) otherwise the Fair Market Value (Total Loss) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clause 7.18 (*Total Loss*) provided that upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Automatic cancellation

7.20 Any unutilised portion of the relevant Total Commitments shall be automatically cancelled at close of business in Singapore (5:00pm) on the relevant Last Availability Date (or, in respect of the Term Loan Facility, if earlier, on the Utilisation Date in respect of the Term Loan Facility).

Restrictions

7.21 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and shall identify the Facility and/or Loan to which such cancellation or prepayment relates.

7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs, without premium or penalty.

7.23 Unless a contrary indication appears in this Agreement, any part of a Revolving Credit Facility Loan which is repaid (or prepaid under 7.6 (*Voluntary prepayment*)) may be re-borrowed in accordance with the terms of this Agreement.

7.24 The Borrower may not re-borrow any part of the Term Loan Facility which is prepaid or repaid.

7.25 The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

7.26 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

7.27 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

7.28 If the Total Commitments are partially reduced and/or the Loans partially prepaid under clause 7.1 (*Illegality*) or clauses 7.7 to 7.12 (*Right of cancellation and prepayment in relation to a single Lender*), (a) the Commitments of the relevant Lender shall be reduced to zero and (b) the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments shall be reduced by the amount of such Lender's Term Loan Facility Commitment and Revolving Credit Facility Commitment as applicable.

7.29 If any part of the Total Commitments are partially reduced and/or any of the Loans partially prepaid under clause 7.5 (*Voluntary cancellation*) or 7.6 (*Voluntary prepayment*) (other than as referred to in clause 7.28 and unless stated otherwise in this Agreement), the Term Loan Facility Commitments and/or, as the case may be, the Revolving Credit Facility Commitments of the Lenders shall be reduced rateably.

7.30 Any prepayment required as specified in clause 7.28 shall be applied in prepaying the relevant Lender's participation in each of the Loans. Any other prepayment shall be applied *pro rata* to each Lender's participation in the Term Loan or, as the case may be, each of the Revolving Credit Facility Loans (to the extent the same is/are being prepaid).

7.31 Any Suspended Undrawn Revolving Credit Facility shall be applied *pro rata* to each Lender's participation in each of the Revolving Credit Facility Loans (to the extent the same is/are being suspended).

7.32 The Borrower shall only be entitled to voluntarily cancel the whole or any part of the Total Revolving Credit Facility Commitments which is then drawn if the Borrower prepays such amount of the Revolving Credit Facility Loans (as selected by the Borrower) as may be necessary to ensure that the outstanding Revolving Credit Facility Loans after the date of cancellation will not exceed the Total Revolving Credit Facility Commitments (as so reduced).

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on each Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

Payment of interest

8.2 The Borrower shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

(b) on the Term Loan,

on the last day of each Interest Period and, if the Interest Period for that Loan is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period, provided that the first interest payment date for each Loan advanced on the first Utilisation Date shall be the First Repayment Date.

Default interest

8.3 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.4 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligor on demand by the Agent.

8.4 If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(b) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.5 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.6 The Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest under this Agreement.

8.7 The Agent shall as soon as practicable notify the Borrower of each Funding Rate to a Loan.

Modification and/or discontinuation of certain benchmarks

8.8 Without prejudice to any other provisions of this Agreement (including in particular this clause 8 (*Interest*) and clause 41.5 (*Replacement of Screen Rate*)), each Party acknowledges and agrees for the benefit of the other Parties that:

(a) interbank lending rate benchmarks for USD (i) may be subject to methodological or other changes which could affect their value, or (ii) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (EU Benchmarks Regulation)) and/or (iii) may be permanently discontinued; and

(b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transaction contemplated under this Agreement.

For the avoidance of doubt, no Material Adverse Effect shall occur as a result of the circumstances set out at paragraph (a) above.

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for the Term Loan shall, subject to clauses 9.6 and 9.9 (*Interest Periods overrunning Repayment Dates*), be three (3) months.

9.2 The Interest Period for each Revolving Credit Facility Loan (other than a Rollover Loan) may be selected by the Borrower in the Utilisation Request for that Revolving Credit Facility Loan.

9.3 The Interest Period for each Rollover Loan shall be the same length as the Interest Period for the maturing Revolving Credit Facility Loan which it refinances unless, not less than three (3) Business Days before the relevant Rollover Date (as defined in clause 5.15 (*Rollover Loans*)), the Borrower notifies the Agent of a different Interest Period for such Rollover Loan, in which case the Interest Period for such Rollover Loan shall be as so notified to the Agent by the Borrower (subject to this clause 9). Notwithstanding the foregoing, any Rollover Loan refinancing a Revolving Credit Facility Loan advanced on the first Utilisation Date, shall have an Interest Period of three (3) months and any Rollover Loan refinancing a Revolving Credit Facility Loan whose Interest Period was not three (3) or six (6) months and which was not advanced on the first Utilisation Date, shall have an Interest Period of three (3) months unless the Borrower notifies the Agent of a different Interest Period for such Rollover Loan in accordance with this clause.

9.4 Subject to this clause 9, the Borrower may select an Interest Period for each Revolving Credit Facility Loan of three (3) or six (6) months (or any other period agreed between the Borrower and the Agent (acting on the instructions of all Lenders)) save that (i) the Interest Period for any Revolving Credit Facility Loan advanced on the first Utilisation Date shall be of the same length as the first Interest Period for the Term Loan and (ii) the Interest Period for any Revolving Credit Facility Loan (not advanced on the first Utilisation Date) shall always end on a Quarter Date. Subject to this clause 9, if no selection is made for a Revolving Credit Facility Loan, the Interest Period for that Revolving Credit Facility Loan shall be three (3) months.

9.5 The first Interest Period for the Term Loan shall start on the Utilisation Date of such Loan and each subsequent Interest Period for such Loan shall start on the last day of its preceding Interest Period.

9.6 The first Interest Period for the Term Loan shall end on the Quarter Date immediately following the Utilisation Date of that Loan, unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Loan shall end on the second Quarter Date after that Utilisation Date. Each Interest Period applying to the Term Loan shall always end on a Quarter Date.

9.7 The Interest Period for a Revolving Credit Facility Loan shall start on the Utilisation Date of that Revolving Credit Facility Loan. Each Revolving Credit Facility Loan has one Interest Period only.

9.8 No Interest Period in respect of a Loan shall extend beyond the Final Repayment Date (in respect of the Term Loan) or the Final Reduction Date (in respect of any Revolving Credit Facility Loan).

Interest Periods overrunning Repayment Dates

9.9 No Interest Period for the Term Loan shall overrun any later Repayment Date.

Non-Business Days

9.10 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

10.1 **Unavailability of Screen Rate**

(a) If no Screen Rate is available for LIBOR for the Interest Period for a Loan, LIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period for that Loan.

(b) If no Screen Rate is available for LIBOR for:

(i) dollars; or

(ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,

LIBOR for the relevant Loan shall be the Reference Bank Rate for dollars as of noon (London time) on the relevant Quotation Day and for a period equal in length to the relevant Interest Period.

(c) If paragraph (b) above applies but no Reference Bank Rate is available for dollars or the relevant Interest Period in a Loan, there shall be no LIBOR for that Interest Period and clause 10.4 (*Cost of funds*) shall apply for that Interest Period.

10.2 **Calculation of Reference Bank Rate**

(a) Subject to paragraph (b) below, if LIBOR for an Interest Period is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by noon (London time) on the relevant Quotation Day, the Reference Bank Rate shall be calculated on the basis of the quotations of the remaining Reference Banks.

(b) If by noon (London time) on the relevant Quotation Day none or only one of the Reference Banks supplies a quotation, there shall be no Reference Bank Rate for that Interest Period.

10.3 **Market disruption**

If at or about noon (London time) on the next Business Day after the Quotation Day for an Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Loan exceed fifty per cent. (50%) of that Loan) that the cost to it of funding its participation in that Loan or relevant part of it from the wholesale market for dollars would be in excess of LIBOR then clause 10.4 *(Cost of funds)* shall apply to that Loan or relevant part of it for the relevant Interest Period.

10.4 **Cost of funds**

(a) If this clause 10.4 (*Cost of funds*) applies, the rate of interest on each Lender's share of the relevant Loan or relevant part of it for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten (10) Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan or relevant part of it from whatever source it may reasonably select.

(b) If this clause 10.4 (*Cost of funds*) applies and the Agent or the Borrower so require, the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all the Lenders and the Borrower, be binding on all Parties.

(d) If this clause 10.4 (*Cost of funds*) applies pursuant to clause 10.3 *(Market disruption)* and:

(i) a Lender's Funding Rate is less than LIBOR; or

(ii) a Lender does not supply a quotation by the time specified in clause 10.4(a)(ii) above,

the cost to that Lender of funding its participation in the Loan or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR.

(e) If this clause 10.4 (*Cost of funds*) applies pursuant to clause 10.1 *(Unavailability of Screen Rate)* but any Lender does not supply a quotation by the time specified in paragraph (a)(ii) above the rate of interest shall be calculated on the basis of the quotations of the remaining Lenders.

10.5 **Notification to the Borrower**

If clause 10.4 *(Cost of funds)* applies, the Agent shall, as soon as is practicable, notify the Borrower.

10.6 **Break Costs**

(a) The Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Commitment commission

11.1 The Borrower shall pay to the Agent (for the account of each Lender) a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Term Loan Facility on the available but undrawn and uncancelled portion of that Lender's Term Loan Facility Commitment calculated on a daily basis from the date of this Agreement. For the avoidance of doubt, the commitment fee in this clause 11.1 will be calculated by using the Margin as adjusted in line with the Sustainability Margin Adjustment Mechanism set out in Schedule 8 (*Sustainability Principles*).

11.2 The Borrower shall pay to the Agent (for the account of each Lender) a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Revolving Credit Facility on the available but undrawn and uncancelled portion of that Lender's Revolving Credit Facility Commitment calculated on a daily basis from the date of this Agreement. For the avoidance of doubt, the commitment fee in this clause 11.2 will be calculated by using the Margin as adjusted in line with the Sustainability Margin Adjustment Mechanism set out in Schedule 8 (*Sustainability Principles*).

11.3 The Borrower shall pay the accrued commitment commission referred to in clause 11.1 on the earlier of the Last Availability Date for the Term Loan Facility and the first Utilisation Date and, if any part of the relevant Lender's Term Loan Facility Commitment is cancelled, on the cancelled amount of the relevant Lender's Term Loan Facility Commitment at the time the cancellation is effective.

11.4 The Borrower shall pay accrued commitment commission referred to in clause 11.2 on the first Utilisation Date, on each Quarter Date following the first Utilisation Date (except for any Quarter Date which is less than 45 days after the first Utilisation Date) and, if any part of the relevant Lender's Revolving Credit Facility Commitment is cancelled, on the cancelled amount of the relevant Lender's Revolving Credit Facility Commitment at the time the cancellation is effective. For the avoidance of doubt, the Borrower's obligation to pay accrued commitment commission referred to in clause 11.2 shall apply notwithstanding any Suspended Undrawn Revolving Credit Facility.

Structuring and arrangement fee

11.5 The Borrower shall pay to the Agent (for the account of the Lenders) a structuring and arrangement fee in the amount, proportions and at the time agreed in a Fee Letter.

Agency and security agency fee

11.6 The Borrower shall pay to the Agent and the Security Agent (for their own account) an agency fee in the amount and at the times agreed in a Fee Letter.

Coordination fee

11.7 The Borrower shall pay to the Facility Co-ordinator (for its own account) a coordination fee in the amount, proportions and at the time agreed in a Fee Letter.

Sustainability co-ordination fee

11.8 The Borrower shall pay to the Sustainability Co-ordinators (for their own account) a sustainability co-ordination fee in the amount, proportions and at the time agreed in a Fee Letter.

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means a Finance Party or, in relation to clauses 14.5 to 14.6 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 to 14.6 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a Hedging Contract or a FATCA Deduction.

Tax Payment means the increase in a payment made by an Obligor to a Finance Party under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.9 (*Tax indemnity*).

12.2 Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.7 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.8 Clauses 12.3 to 12.7 (*Tax gross-up*) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the Hedging Master Agreements itself shall apply.

Tax indemnity

12.9 The Borrower shall (within six (6) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.10 Clause 12.9 above shall not apply:

(a) with respect to any Tax assessed on a Finance Party:

(i) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(c) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.11 A Protected Party making, or intending to make a claim under clause 12.9 above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.

12.12 A Protected Party shall, on receiving a payment from an Obligor under clause 12.9, notify the Agent.

Indemnities on after Tax basis

12.13 If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.14 If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.15 For the purposes of clauses 12.13 to 12.14 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.16 If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.17 The Borrower shall pay and, within six (6) Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.18 All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.20 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).

12.19 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(a) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(b) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

12.20 Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.21 Any reference in clauses 12.18 to 12.22 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

12.22 In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

FATCA information

12.23 Subject to clause 12.25 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.24 If a Party confirms to another Party pursuant to clause 12.23(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.25 Clause 12.23 above shall not oblige any Finance Party to do anything, and clause 12.23 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any confidential information.

12.26 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.23 above (including, for the avoidance of doubt, where clause 12.25 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.27 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.28 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) and in any case at least three Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment and, on or prior to the day on which it notifies that Party shall also notify the Borrower and the Agent and the other Finance Parties.

Hedging

12.29 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 12 (*Tax gross-up and indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrower shall, within six (6) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Facilities or on a Finance Party's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 A Finance Party intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

13.4 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.9 (*Tax indemnity*) (or would have been compensated for under clause 12.9 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.10 applied);

(c) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

Hedging

13.7 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 13 (*Increased Costs*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrower shall (or shall procure that another Obligor will), within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party against any and all documented Losses incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 33 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in any Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) a Loan (or part of any Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Agent or any Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Agent and the Security Agent

14.4 The Borrower shall, within six (6) Business Days of demand by the Agent or the Security Agent, indemnify the Agent and the Security Agent against:

(a) any and all documented Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent’s gross negligence or wilful misconduct) in acting as Agent or the Security Agent under the Finance Documents.

Indemnity concerning security

14.5 The Borrower shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Agent or the Security Agent indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Security Documents;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(f) any breach by any Obligor of the Finance Documents; or

(g) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Facilities.

14.6 The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Trust Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 14.5 and shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to it.

Continuation of indemnities

14.7 The indemnities by the Borrower in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of any Loan, the cancellation of the Total Commitments or the repudiation by the Agent or the Borrower of this Agreement.

Third Parties Act

14.8 Each Indemnified Person may rely on the terms of clauses 14.5 and 14.6 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 and 14.6 (*Indemnity concerning security*), subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Interest

14.9 Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 (*Other indemnities*) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.3 to 8.5 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Fax and email indemnity

14.11 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by such Finance Party against any and all documented Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrower to the Agent or the Security Agent being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the relevant Finance Party or the Agent or the Security Agent).

Hedging

14.12 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 14 (*Other indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

15 Mitigation by the Lenders

Mitigation

15.1 Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) assigning its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

Limitation of liability

15.3 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by that Finance Party for all documented costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 A Finance Party is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrower shall within six (6) Business Days of demand pay the Agent, the Facility Co- ordinator, the Sustainability Co-ordinators, the Arrangers, the Hedging Providers and the Security Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents (except for any Transfer Certificate) executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non- obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent or an amendment is required pursuant to clause 35.18 (*Change of Currency*) or any amendment or waiver is contemplated or agreed pursuant to clause 41.5 (*Replacement of Screen Rate*), the Borrower shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement.

Enforcement, preservation and other costs

16.3 The Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to each Finance Party the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by that Finance Party in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document (other than the Hedging Contracts or any Hedging Master Agreement) or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non-obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by any Finance Party under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between such Finance Party on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to such Finance Party in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, such Finance Party shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrower under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent’s rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 35 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Default interest

17.10 No interest of the type referred to at clauses 8.3 to 8.5 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 8 - Representations, Undertakings and Events of Default

18 Representations

18.1 The Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to each Finance Party at the times specified in clauses 18.45 to 18.47 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and, where applicable to its Original Jurisdiction, in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrower or the Parent (having made due enquiry) or any other information known to the Borrower or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrower or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, **Information** means: any information provided by any Obligor or any other Group Member to any of the Finance Parties or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

18.18 The Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion, the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 28.21 (*Insolvency proceedings*) or creditors' process described in clauses 28.23 and 28.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrower or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 28.17 to 28.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party, provided that, in respect of payments made or to be made by the Borrower, the Borrower obtains the “Automatic Withholding Tax Exemption on Interest and Related Payments under the Maritime Sector Incentive” in Singapore (which exemption the Borrower intends to obtain).

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a **Fleet Vessel**) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 Each Owner will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

Accounting Reference Date

18.38 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.39 The Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.40 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.41 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.42 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.43 No Obligor is a US Tax Obligor.

No money laundering

18.44 In relation to the borrowing by the Borrower of the Loans, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

Times when representations are made

18.45 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.46 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.47 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.48 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 The Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of the Borrower and the Parent delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited consolidated financial statements for that financial year of the Borrower and the audited consolidated financial statements for that financial year for the Parent.

19.4 The Obligors shall supply to the Agent as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Agent.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Agent once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Obligors' obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrower or the Parent notify the Agent as soon as such financials have been posted on its home page and provide the Agent with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Agent with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Agent. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable)

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or other authorised signatory of the Parent.

Requirements as to financial statements

19.10 The Obligors shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) fairly present the financial condition and operations of the Group or (as the case may be) the Borrower as at the date as at which those financial statements were drawn up.

19.12 The Borrower shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower notifies the Agent that there has been a change in GAAP or the accounting practices, in which event, the Agent may request the Borrower to provide clarifications and the Borrower shall deliver to the Agent sufficient information to enable the Agent to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrower shall procure that each financial year-end of the Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrower shall deliver to the Agent:

(a) copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrower to its shareholders which are material to the Facilities and copies of all documents dispatched by the Parent, the Borrower and the relevant Owner to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrower) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrower or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrower or any other Obligor regarding the financial condition, business, operations and ownership of the Borrower and the Obligors as the Agent or any Lender (through the Agent) may reasonably request, except to the extent that disclosure of such information would breach any law, regulation stock exchange requirement or listing rule;

(f) details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(ii) BW Group ceases to beneficially and legally hold (directly or indirectly) 50% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 50% or more of the voting rights normally exercisable at a general meeting of the Parent,

and in respect of (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrower or the relevant Owner as agreed to by the Lenders in accordance with clause 21.28 (*No change in shareholdings*);

(h) details of any changes made to the Constitutional Documents of the Borrower or any Obligor if such changes might reasonably be expected to negatively impact on the rights and remedies of any Finance Party under the Finance Documents;

(i) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such;

(j) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect; and

(k) a Sustainability Compliance Certificate (as defined in Schedule 8 (*Sustainability Principles*)) complying with paragraph A of Schedule 8 (*Sustainability Principles*).

Notification of Default

19.16 The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Sufficient copies

19.18 The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and a document in electronic format shall be sufficient to satisfy this requirement provided that a single certified hard copy is provided to the Agent if the relevant document is required to be provided in certified form.

"Know your customer" checks

19.19 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 10% of an Obligor's share capital but only to the extent that the change in composition results in a shareholder who did not at the date of this Agreement have a shareholding of 10% or more in the Parent having such shareholding);

(c) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment; or

(d) a Lender's annual "know your customer" review process,

obliges the Agent, the relevant Hedging Provider or any Lender (or, in the case of paragraph (c) above, any prospective new Lender or a Hedging Provider) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender or any Hedging Provider (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or any Hedging Provider) or any Lender or any Hedging Provider (for itself or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender or any Hedging Provider) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender or any Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents (provided that the breakdown of the Sohmen Family Trust need not be provided unless the same is required by any applicable law or regulation).

19.20 Each Finance Party shall, promptly upon the request of the Agent or the Security Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Agent pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Agent, (ii) any Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Parent, is (in the opinion of the Agent, upon such documents and evidence as the Agent may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Agent (on behalf of the Majority Lenders),

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Security Documents).

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

Financial condition

20.3 The Parent shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) **Minimum Adjusted Equity:** On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) **Minimum Liquidity:** On a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.7 (*Provision and contents of Compliance Certificate*).

21 General undertakings

21.1 The Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of any Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws and the SOx Cap Regulation (as defined in Schedule 8 (*Sustainability Principles*)):

(i) applicable to its business; and

(ii) applicable to each Ship, its ownership, employment, operation, management and registration,

including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect; and

(c) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration.

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act (Cap. 241) of Singapore or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws; and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrower shall not, and the Borrower shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business,

in each case is or would be substantial in relation to the business of:

(i) the Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Agent (acting on the instructions of all Lenders with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrower and the Parent, which relates to any type of shipping, shipping finance and transportation business.

Merger

21.13 The Borrower shall not, and the Borrower shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "**merger**").

21.14 Clause 21.13 above shall not apply to any merger or amalgamation made with the prior written consent of the Agent (acting on the instruction of all of the Lenders) or where the Obligor concerned is the surviving entity.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Security Agent Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Security Agent is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (A*ssignments by the Lenders*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved by the Majority Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of any Loan, in a manner that:

(a) is a breach of Sanctions; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Finance Party.

21.21 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or any Finance Party becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions or would otherwise cause any Relevant Person or Finance Party to be in breach of Sanctions.

21.24 Each Obligor shall comply in all respects with all Sanctions and in particular the Borrower shall procure that the relevant Owner shall not employ any Ship owned by it nor allow its employment, operation or management in any matter contrary to Sanctions.

Listing

21.25 The Borrower shall procure that the Parent shall at all times during the Facility Period maintain the listing of its shares on a stock exchange which it is presently listed (or any other exchange acceptable to the Majority Lenders with their prior written consent) and does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause).

Pari passu ranking

21.26 The Borrower and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.27 The Borrower and the Parent may service any shareholder loans or related party loans unless an Event of Default has occurred and is continuing or would arise from the same. The Borrower and the Parent shall procure that any shareholder loans (including any loan notes) between the Borrower and the Parent and any of its shareholders shall be documented on a basis that they are subordinated to the Facilities and the Hedging Contracts on terms consistent with clause 27.4 (*Distributions and other payments*). For the avoidance of doubt, the relevant Owner shall be entitled to incur shareholder loans from the Borrower and the Parent and shall be entitled to service such shareholder loans at all times. Further, for the avoidance of doubt, no subordination agreement will be required in respect of any shareholder loans (including any loan notes) provided by the Parent to the Borrower.

No change in shareholdings

21.28 There will be no change in the shareholdings of the Borrower (which shall be directly or indirectly wholly owned by the Parent) or the relevant Owner (which shall be directly or indirectly wholly owned by the Borrower) throughout the Facility Period without the prior written consent of all Lenders. No consent of the Lenders will be required under this clause 21.28 for any change of shareholding of the Borrower or any Owner where the Borrower or relevant Owner remains directly or indirectly wholly owned by the Parent.

21.29 The Parent shall procure that no Security Interest is granted over any of the shares in the Borrower or the relevant Owner.

22 Dealings with Ship

22.1 The Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Agent and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Agent (acting on the instructions of all Lenders), the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Security Agent immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Agent shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except (a) with approval or (b) in respect of any sale whereby the Borrower will satisfy in full its obligations under clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager should be made on the basis that such Approved Manager shall enter into a Manager's Undertaking prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager (once appointed) unless such change is also approved.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

Notice of Mortgage

22.8 A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"NOTICE OF MORTGAGE

This Ship is subject to a first mortgage in favour of **STANDARD CHARTERED BANK (HONG KONG) LIMITED** of 32/F, 4-4A Des Voeux Road, Central, Hong Kong. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

Chartering

22.10 The Borrower shall procure that the relevant Owner shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member; and

(b) ensure that any bareboat, demise, time or consecutive voyage charter in respect of any Ship is entered into on bona fide arm's length terms unless such bareboat, demise, time or consecutive voyage charter is to a Group Member (in which case the tenure of such charter shall be no more than 36 months).

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Poseidon Principles

22.12 The Borrower shall, upon the request of any Lender (made no later than 31 March in the relevant calendar year) and at the cost of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to such Lender in order for any Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrower. For the avoidance of doubt, such information shall be "Confidential lnformation" for the purposes of clause 42 (*Confidentiality*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

22.13 Further, no Default or Event of Default shall occur as a result of the Borrower failing to provide all or part of the information set out in this clause by the relevant Reporting Deadline Date.

Sustainability Principles

22.14 The Borrower shall ensure that the covenants in Schedule 8 (*Sustainability Principles*) are complied with.

23 Condition and operation of Ship

23.1 The Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

Modification

23.4 Except with approval of the Agent (acting on the instructions of the Majority Lenders), the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value save that this provision shall not prevent any modification, repair, installation or maintenance work which is consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Removal of parts

23.5 Except with approval of the Agent (acting on the instructions of the Majority Lenders), no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Third party owned equipment

23.6 Except with approval of the Agent (acting on the instructions of the Majority Lenders), equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Majority Lenders. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

Inspection and notice of dry-docking

23.9 The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Agent shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrower and the relevant Owner shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Agent shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the relevant Owner, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default;

(e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the relevant Owner, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship’s Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Agent shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval of the Agent, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrower or the Parent provides evidence to the Agent that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Majority Lenders.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrower has provided evidence of such additional insurance cover to the Agent).

Responsible ship recycling standards

23.20 The Borrower shall procure that each relevant Owner obtains and maintains an inventory of Hazardous Material in respect of the Ship(s) owned by it, prior to the implementation date(s) for the same under the Hong Kong Convention and the Ship Recycling Regulation and in any event prior to its sale for recycling.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention.

24 Insurance

24.1 The Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to "approved" means approved in writing by the Agent acting on the instructions of all Lenders (acting reasonably).

For the purpose of this clause 24:

(i) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(ii) Insurance companies and/or underwriters rated:

(A) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates; and

(B) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (*Coverage required*);

(iii) in respect to insurance brokers, all Lloyd's brokers, LSN Assurances, Edge Group, Cambiaso Risso, Willis Towers Watson and Eyssautier Verlingue, Tigermar Global Pte. Ltd. or such other insurance brokers approved by the Agent (acting on instructions of the Majority Lenders);

(iv) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs; and

(v) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increased value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increased value insurance);

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the relevant Owner and (in the case of the Ship's hull cover) no other primary named assured (unless such other person has duly executed and delivered:

(i) in the case of any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrower, an Insurance Undertaking,

in each case to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);

(b) if the Agent so requests, in the joint names of the relevant Owner and the Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);

(c) in dollars or another currency requested by the Borrower and approved by all Lenders;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for an aggregate amount up to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments.

24.7 Each Lender may, for its own account (and, for the avoidance of doubt, at no cost to any Obligor), take out mortgagees interest insurance for non-performance of any insurance in respect of any of the Mortgaged Ships.

Fleet liens, set off and cancellations

24.8 If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.9 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.10 The Borrower shall and shall procure that the relevant Owner shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Agent in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.11 The Borrower shall and shall procure that the relevant Owner shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Agent with copies of all *pro forma* policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.12 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.13 The Agent shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

Letters of undertaking

24.14 Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.15 The interest of the Security Agent as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

Insurance correspondence

24.16 If so required by the Agent, the Agent shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.17 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.18 The Agent may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrower's cost (a) on the first Utilisation and (b) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Agent shall provide the Borrower with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.19 All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.20 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.21 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.22 All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.23 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25 Minimum security value

The Borrower undertakes that this clause 25 will be complied with throughout any Mortgage Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as most recently determined in accordance with this clause 25 or, in respect of the first Utilisation, its value as determined by the valuations provided pursuant to clause 4 (*Conditions of Utilisation*) and otherwise in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured and each such other asset in accordance with this clause 25 shall be provided (a) in the case of each Ship, as a condition precedent to the first Utilisation pursuant to clauses 4.2 (*Conditions precedent to the delivery of the first Utilisation Request*) with such valuations provided being no older than forty five (45) days, (b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 6 (*Form of Compliance Certificate*), (c) for the purposes of clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), if the latest semi-annual valuations provided pursuant to paragraph (b) above are older than ninety (90) days, no later than seven (7) days and no earlier than thirty (30) days before the relevant Mortgaged Ship's Disposal Repayment Date (Sale) or Disposal Repayment Date (Total Loss), (d) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) and (e) where there is an Event of Default which is continuing, at any other time as may be required by the Agent. In addition, for the purposes of clause 25.14 (*Release of additional security*) only, the Borrower, at its own cost, may check the valuations of any Mortgaged Ship at any time.

Expenses of valuation

25.3 The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Facilities shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Facilities) shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrower and the Agent (on the instructions of the Majority Lenders).

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Agent in its capacity as such for the benefit of all Lenders and made:

(a) on a fleet basis without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrower shall promptly provide to the Agent and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrower shall promptly appoint Approved Brokers to provide such a valuation. If the Borrower fails to do so promptly, the Agent may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrower. If the Borrower fails promptly to nominate two (2) Approved Brokers, then the Agent may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Agent shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the average of all of the three (3) valuations.

Security shortfall

25.12 If at any time following a valuation check contemplated by clause 25.2 (*Valuation frequency*) the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrower may:

(a) provide additional security over other assets reasonably approved by the Majority Lenders in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Majority Lenders then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Facilities pursuant to paragraph (b) below);

(b) prepay under and in accordance with clause 7.6 (*Voluntary prepayment*) a corresponding amount of the Facilities (and, for the avoidance of doubt, the Borrower may determine which Loan shall be prepaid as a consequence);

(c) cancel under clause 7.5 (*Voluntary cancellation*) a corresponding amount of the available and undrawn Total Revolving Credit Facility Commitments; and/or

(d) suspend the undrawn and uncancelled Revolving Credit Facility Commitments.

Any prepayment of any Revolving Credit Facility Loans pursuant to this clause 25.12 shall also result in the Total Revolving Credit Facility Commitments being automatically cancelled and reduced by the aggregate amount of such prepayments.

Creation of additional security

25.13 The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security, its value and the method of its valuation (except for in the case of any ship) have been approved by the Majority Lenders;

(b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and

(d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Agent holds additional security provided under clause 25.12 (*Security shortfall*) and/or there is any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), by at least five per cent (5%) of the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Agent, require the release and discharge of that additional security and/or that that Suspended Undrawn Revolving Credit Facility be included as Total Revolving Credit Facility Commitments and, subject to clause 6.6 (*Reduction – Revolving Credit Facility*), available in full for drawing again. In relation to the release of additional security under this clause the Agent shall promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.15 Subject to no Event of Default which is continuing, if at any time the Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Agent (acting on the instructions of all the Lenders) shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is a handy, LR1, LR2 or MR vessel and no older than the average age of the then Mortgaged Ships (and in any case, no older than the Mortgaged Ship being substituted);

(b) the Substitute Ship is seaworthy and in a satisfactory or similar condition to the Mortgaged Ship being substituted and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) subject to clause 25.12 (*Security shortfall*), the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, save that this paragraph (c) shall not apply to a substitution arising under clause 7.16(a) since paragraph (f) shall apply instead;

(d) equivalent guarantees and Security Interests are entered into in respect of the Substitute Ship on the date of substitution or, in the case of clause 7.16(a), within the time period required by that clause, on substantially the same terms or similar as the guarantees and Security Interests which are in place for all other Ships (including but not limited to (if required) a Shipowner Guarantee, the Mortgage, the Deed of Covenant, any Manager's Undertaking, any Insurance Undertaking, any notices of assignment and acknowledgements of those notices as required by any of such Security Documents and evidence that such Mortgage is registered against such Substitute Ship through the relevant Registry under the laws and flag of the relevant Flag State), and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the reasonable satisfaction of the Lenders) and receipt of legal opinions approved by the Agent in relation to such Security Documents;

(e) the Lenders being satisfied with such documentation and information in relation to a Substitute Owner as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party, it being understood that such "know you customer" or similar identification procedures shall be no more onerous than those each other Owner has completed by virtue of being an Obligor under this Agreement and shall not be required if the Substitute Owner is an existing Obligor prior to the relevant substitution;

(f) in relation to such Substitute Ship:

(i) evidence that it is legally and beneficially owned by the relevant Owner and registered at least provisionally in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(ii) evidence that it is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for such Substitute Ship issued by the relevant Approved Classification Society;

(iii) evidence that it is insured in the manner required by the Finance Documents, together with an opinion from insurance consultants appointed by the Agent on such Insurances and evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances; and

(iv) copies of (i) the document of compliance issued in accordance with the ISM Code to the person who is the operator of such Substitute Ship for the purposes of that code; (ii) the safety management certificate in respect of such Substitute Ship issued in accordance with the ISM Code; (iii) the international ship security certificate in respect of each Ship issued under the ISPS Code; (iv) the certificate of financial responsibility issued pursuant to the United States law;

(v) where a technical manager of such Substitute Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the relevant Owner and the manager relating to the appointment of such manager for such Substitute Ship; or where such Substitute Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Substitute Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Substitute Ship; and

(g) in relation to clause 7.16(a) only, the Substitute Ship being provided in substitution of the Mortgaged Ship that was sold shall have a Fair Market Value no less than the Fair Market Value of that Mortgaged Ship at the time of the relevant Disposal Repayment Date (Sale), such Fair Market Value of the Substitute Ship being determined no earlier than 30 days prior to it becoming a Substitute Ship and being determined on terms consistent with those set out in clause 25 (*Minimum security value*).

25.16 If the conditions in clause 25.15 are met to the Agent's satisfaction, the Security Agent shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

26 Hedging Contracts

26.1 The Borrower undertakes that this clause 26 will be complied with throughout the Facility Period and, with respect to any hedging entered into by the Borrower with a Hedging Provider under a Hedging Contract for an aggregate notional principal amount that is equal to or less than the Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility), payments under any such Hedging Contract shall be payable at the end of each relevant Interest Period and no Hedging Transaction forming part of a Hedging Contract shall extend beyond the Final Repayment Date.

Hedging Contracts

26.2 If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of its exposure under this Agreement to interest rate fluctuations, it shall advise the Agent in writing.

26.3 If the Borrower proposes to enter into any such Treasury Transaction, the Borrower shall offer to the Hedging Providers the right of first refusal to enter into the proposed Treasury Transaction as its counterparties on those Treasury Transactions. The Hedging Providers shall respond to the Borrower within five (5) Business Days from being notified by the Borrower with respect to their choice to enter into the proposed Treasury Transaction with the Borrower and provide its pricing and terms.

26.4 If the pricing and terms offered by any of the Hedging Providers to the Borrower within such period for such Treasury Transaction is not competitive with the pricing and terms provided by another Hedging Provider, the Borrower may disclose such pricing to such Hedging Provider so that such Hedging Provider may amend its pricing to match the pricing offered to the Borrower by another Hedging Provider. The Borrower will enter into the proposed Treasury Transaction with Hedging Providers that have provided or matched the most competitive pricing (the **Relevant Hedging Providers**) pro-rata according to its Commitment under this Facility provided that if this will result in less than the full interest exposure that the Borrower wishes to hedge, the shortfall amount will be shared amongst each Relevant Hedging Provider who wishes to participate in the shortfall pro-rata according to its Commitment under this Facility to the aggregate Commitments of all such Relevant Hedge Providers.

26.5 If the pricing and terms offered by any Hedging Provider to the Borrower within such period (including, without limitation, any revised terms matching the pricing offered to the Borrower by the most competitive Hedging Provider) for such Treasury Transaction is not competitive with the pricing and terms available to the Borrower in the market, the Borrower may enter into the proposed Treasury Transaction with a third party (a **Third Party Hedging Provider**) on terms better than those offered by that Hedging Provider. Further, if the most competitive Hedging Providers (after any right to match set out at clause 25.4) are unable to cover the full amount that the Borrower wants to hedge, the Borrower may enter into a Treasury Transaction with a Third Party Hedging Provider for the shortfall on terms no more favorable to the Third Party Hedging Provider as those offered by such competitive Hedging Providers.

26.6 For the avoidance of doubt, notwithstanding the above, the Borrower shall have no obligation under this clause to enter into a Treasury Transaction with a particular Hedging Provider that wishes to enter into a Treasury Transaction with the Borrower where the pricing and terms offered by that Hedging Provider are more competitive than the pricing and terms offered by Third Party Hedging Providers but less competitive than the pricing and terms offered for such Treasury Transactions by another Hedging Provider.

26.7 Where the relevant hedge counterparty is a Hedging Provider, it shall share a first priority Security Interest in the Charged Property with the Lenders but will rank after the Lenders in respect of any amounts owing to that Hedging Provider under the relevant Hedging Contract.

26.8 Where the relevant hedging counterparty is a Third Party Hedging Provider, it shall not be a party to this Agreement or any of the Finance Documents and it shall not share a Security Interest in the Charged Property with the Lenders or the Hedging Providers in respect of any amounts owing to such counterparty under such Treasury Transaction.

26.9 Any Treasury Transaction concluded with a Hedging Provider in relation to any Facility shall be on the terms of a Hedging Master Agreement. If and when any Treasury Transaction with a Hedging Provider has been concluded in relation to any Facilities, it shall constitute a Hedging Contract for the purposes of the Finance Documents.

Information concerning Hedging Contracts

26.10 The Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

26.11 Each Hedging Provider hereby authorises the Borrower to provide to the Agent any such information as referred to in clause 26.10 above.

27 Business restrictions

27.1 Except as otherwise approved by the Majority Lenders the Borrower undertakes that this clause 27 will be complied with throughout the Facility Period.

Loans and credit

27.2 The Borrower shall not make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

27.3 Neither the Parent, the Borrower nor the relevant Owner shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

27.4 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), neither the Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of distribution, interest, repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan note, loan stock or similar instrument.

27.5 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), the Borrower and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

28 Events of Default

28.1 Each of the events or circumstances set out in clauses 28.2 to 28.41 is an Event of Default.

Non-payment

28.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

28.3 For the purposes of clause 28.2 and subject to the Agent's right to demand interest under clauses 8.3 to 8.5 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

28.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Agent in accordance with clause 19.7.

Value of security

28.5 The Borrower does not comply with clause 25.12 (*Security shortfall*).

Insurance

28.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

28.7 Prior to any replacement cover being placed which has been approved by the Agent, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Agent (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

28.8 An Obligor does not comply with any provision of the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) (other than those referred to in clause 28.2 (*Non- payment*), clause 28.4 (*Financial covenants*), clause 28.5 (*Value of security*), clauses 28.6 to 28.7 (*Insurance*) and clause 22.14 (*Sustainability Principles*)).

28.9 No Event of Default under clause 28.8 above will occur if the Agent (acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Agent giving notice to the Borrower, the Parent or the relevant Owner and (B) the Borrower, the Parent or the relevant Owner becoming aware of the failure to comply, provided in the case of clauses 19.15(i), 19.15(j) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

28.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

28.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

28.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

28.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

28.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a "Termination Event" as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

28.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

28.16 No Event of Default will occur under clauses 28.11 to 28.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 28.11 to 28.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies) in respect of any Obligor or their Subsidiaries.

Insolvency

28.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

28.18 The value of the assets of any Obligor (except for any Owner) is less than its liabilities (taking into account contingent and prospective liabilities).

28.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

28.20 In the context of the balance sheet solvency of any Owner, if the Auditors of the Borrower or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Agent acting on behalf of the Lenders (acting reasonably) to be material and (within thirty (30) days following the receipt by the Agent of the relevant accounts and notification to the Borrower from the Agent that such qualification is deemed by the Agent to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Agent that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of that Owner or (ii) to agree with the Agent (acting on the instructions of the Lenders) a methodology for satisfying the Agent (acting on the instructions of the Lenders) that the qualification has no substantive adverse implications for the credit standing of that Owner.

Insolvency proceedings

28.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor, any assets of any Owner or all or substantially all of the assets of any other Obligor (including the directors of any Owner requesting a person to appoint any such officer in relation to it or any of its assets or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

28.22 No Event of Default will occur under clause 28.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

28.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

28.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lenders may agree.

28.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any assets of any Owner or enforcement of any Security Interest over all or substantially all of the assets of any other Obligor.

28.26 No Event of Default shall occur under clauses 28.23 to 28.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 28.23 to 28.25 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 28.25 only:

(i) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement;

(ii) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(iii) solely by virtue of any Mortgaged Ship being arrested.

Unlawfulness and invalidity

28.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.

28.28 Any obligation or obligations of any Obligor under any Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement).

28.29 Any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.

28.30 Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

28.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 28.31 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

28.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned direct or indirect Subsidiary of the Parent.

Expropriation

28.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 28.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents (other than a Hedging Contract or a Hedging Master Agreement)

28.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or evidences an intention to rescind or repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement).

Litigation

28.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

28.36 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

28.37 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Agent giving notice to the Borrower or relevant party to the applicable Non-obligor Security Document and (B) the Borrower or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

28.38 Except with approval or as otherwise permitted by the terms of this Agreement, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

28.39 The Flag State of any Mortgaged Ship or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Agent, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Agent to do so, such action as the Agent may require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Hedging Contracts

28.40 An Event of Default (as defined in any Hedging Contract or such other equivalent definition(s) in any Hedging Contract) has occurred and is continuing under any Hedging Contract.

28.41 An Early Termination Date (as defined in any Hedging Contract or such other equivalent definitions in any Hedging Contract) is designated under any Hedging Contract under section 6(a) of the relevant Hedging Master Agreement.

28.42 No Event of Default will occur under clauses 28.40 or 28.41 (*Hedging Contracts*) at any time during the Loan Period.

Acceleration

28.43 On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(d) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28.44 For the avoidance of doubt, no Event of Default will occur under clauses 28.10, 28.21, 28.22, 28.27, 28.28, 28.31 and 28.32 if:

(a) security is released as required by clause 25.14 (*Release of additional security*); or

(b) security is released as permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*).

Section 9 - Changes to Parties

29 Changes to the Lenders

Assignments and transfers by the Lenders

29.1 Subject to this clause 29, a Lender (the **Existing Lender**) may assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to another bank or financial institution, trust, fund, insurer, reinsurer, or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment or transfer

29.2 The consent of the Borrower is required for an assignment or transfer by a Lender, unless the assignment or transfer is:

(a) to another Lender or an Affiliate of a Lender; or

(b) at a time when a Default has occurred and is continuing unremedied and unwaived.

29.3 Any consent of the Borrower in relation to an assignment or transfer as described in Clause 29.2 above shall:

(a) in the case of an assignment or transfer to a trust, fund, insurer, reinsurer or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrower; and

(b) in the case of an assignment or transfer to another bank or financial institution, not be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrower within that time.

29.4 An assignment will only be effective:

(a) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrower and the other Finance Parties as it would have been under if it was an Original Lender;

(b) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Original Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;

(c) if the Commitment transferred shall be in an amount not less than ten million dollars ($10,000,000) (unless the assignment is of all an Existing Lender's Commitments and all of its participation in the Loans); and

(d) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

29.5 A transfer will be effective only if the procedure set out in clause 29.17 (*Procedure for transfer*) is complied with.

29.6 Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment or transfer becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

29.7 If:

(a) a Lender assigns or transfers any of its rights under the Finance Documents or changes its Facility Office; and

(b) as a result of circumstances existing at the date the assignment or transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (*Tax Gross Up and Indemnities*) or clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment or transfer or change had not occurred.

Fee and expenses

29.8 The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $5,000. No Obligor shall be responsible for any cost and expenses (whether legal fees or otherwise) associated with any assignment or transfer by a lender of its rights under this Agreement.

Limitation of responsibility of Existing Lender

29.9 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(b) the financial condition of any Obligor;

(c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;

(d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or

(e) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

29.10 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(a) has made (and shall continue to make) its own independent investigation and assessment of :

(i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and

(ii) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document;

(b) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and

(c) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

29.11 Nothing in any Finance Document obliges an Existing Lender to:

(a) accept a re-assignment or re-transfer from a New Lender of any of the rights assigned or transferred under this clause 29 (*Changes to the Lenders*); or

(b) support any losses directly or indirectly incurred by the New Lender by reason of the non- performance by any Obligor of its obligations under the Finance Documents or by reason of the application of any Basel II Regulation to the transactions contemplated by the Finance Documents or otherwise.

Procedure for assignment

29.12 Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*) an assignment may be effected in accordance with clause 29.15 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 29.4 which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to clause 29.13, as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

29.13 The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

29.14 Subject to the Borrower providing its consent under clause 29.2 (*Conditions of assignment*) if required, the Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultations with them.

29.15 On the Transfer Date:

(a) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;

(b) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and

(c) the New Lender shall become a Party to the Finance Documents as a "Lender" for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.

29.16 Lenders may utilise procedures other than those set out in clauses 29.12 to 29.15 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with clauses 29.12 to 29.15 (*Procedure for assignment*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*).

Procedure for transfer

29.17

(a) Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the Discharged Rights and Obligations);

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the other Finance Parties and the New Lender shall acquire the same rights and assume the same obligations between themselves under this Agreement as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Existing Lender and the other Finance Parties shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a “Lender”.

(d) The procedure set out in this clause 29.17 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition of any applicable restriction shall have been satisfied.

Copy of Transfer Certificate to Borrower

29.18 The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under clause 29.4, send a copy of that Transfer Certificate and such other documents to the Borrower.

Security over Lenders' rights

29.19 In addition to the other rights provided to Lenders under this clause 29, each Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of any Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, pledge, assignment or Security Interest shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

The limitations on assignments or transfers by a Lender set out in any Finance Document, in particular in clause 29 (*Changes to the Lenders*), shall not apply to the creation or enforcement of any Security Interest pursuant to this clause 29.19.

30 Changes to the Obligors

30.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement (unless prohibited in those documents)).

Section 10 - The Finance Parties

31 Roles of Agent, Security Agent and Arranger

Appointment of the Agent

31.1 Each other Finance Party (other than the Security Agent) appoints the Agent to act as its agent under and in connection with the Finance Documents.

31.2 Each such other Finance Party authorises the Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

Instructions to Agent

31.3 The Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(i) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(ii) in all other cases, the Majority Lenders; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.4 The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.5 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

31.6 The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.7 In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.8 The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.8 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Duties of the Agent

31.9 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

31.10 The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

31.11 Without prejudice to clause 29.18 (Copy of Transfer Certificate to Borrower), clause 31.10 shall not apply to any Transfer Certificate.

31.12 Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

31.13 If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

31.14 If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement or any non-payment or other fee payable to a Hedging Provider under a Hedging Contract it shall promptly notify the other Finance Parties.

31.15 The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

Role of the Arrangers and Sustainability Co-ordinators

31.16 Except as specifically provided in the Finance Documents, the Arrangers and the Sustainability Co-ordinators have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

No fiduciary duties

31.17 Nothing in this Agreement constitutes the Agent or an Arranger or a Sustainability Co-ordinator as a trustee or fiduciary of any other person.

31.18 None of the Agent, the Security Agent, any Arranger or any Sustainability Co-ordinator shall be bound to account to any Lender or any Hedging Provider for any sum or the profit element of any sum received by it for its own account or have any obligations to the other Finance Parties beyond those expressly stated in the Finance Documents.

Business with the Group

31.19 The Agent, the Security Agent, any Arranger and any Sustainability Co-ordinator may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.

Rights and discretions of the Agent

31.20 The Agent may

(a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised and shall have no duty to verify any signature on any documents;

(b) assume that:

(i) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(ii) unless it has received notice of revocation, that those instructions have not been revoked; and

(c) rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate.

31.21 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:

(a) no Default has occurred (unless it has actual knowledge of a Default arising under clauses 28.2 (*Non-payment*));

(b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(c) any notice or request made by the Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

31.22 The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in the conduct of its obligations and responsibilities under the Finance Documents.

31.23 Without prejudice to the generality of clause 31.22 or clause 31.24, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

31.24 The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

31.25 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(a) be liable for any error of judgment made by any such person; or

(b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

31.26 Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

31.27 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. The Agent and any Arranger may do anything which in its opinion, is necessary or desirable to comply with any law or regulation of any jurisdiction.

31.28 Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.29 Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 19 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

Responsibility for documentation and other matters

31.30 Neither the Agent, any Arranger, any Sustainability Co-ordinator nor the Facility Co-ordinator is responsible or liable for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, any Sustainability Co-ordinator, the Facility Co-ordinator, any Arranger, an Obligor or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or of any representations in any Finance Document or of any copy of any document delivered under any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) any loss to the Trust Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;

(e) accounting to any person for any sum or the profit element of any sum received by it for its own account;

(f) the failure of any Obligor or any other party to perform its obligations under any Finance Document or the financial condition of any such person;

(g) ascertaining whether all deeds and documents which should have been deposited with it (or the Security Agent) under or pursuant to any of the Security Documents have been so deposited;

(h) investigating or making any enquiry into the title of any Obligor to any of the Charged Property or any of its other property or assets;

(i) failing to register any of the Security Documents with the Registrar of Companies or any other public office;

(j) failing to register any of the Security Documents in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;

(k) failing to take or require any Obligor to take any steps to render any of the Security Documents effective as regards property or assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;

(l) (unless it is the same entity as the Security Agent) the Security Agent and/or any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under the Security Documents; or

(m) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

31.31 The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

Exclusion of liability

31.32 Without limiting clause 31.33 (and without prejudice to any other provision of the Finance Documents excluding or limiting the liability of the Agent) the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Charged Property, unless directly caused by its gross negligence or wilful misconduct;

(b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Charged Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Charged Property; or

(c) without prejudice to the generality of paragraphs (a) and (b) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(i) any act, event or circumstance not reasonably within its control; or

(ii) the general risks of investment in, or the holding of assets in, any jurisdiction,

including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Payment Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

31.33 No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause subject to clauses 1.8 to 1.10 (Third party rights) and the provisions of the Third Parties Act.

31.34 The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

31.35 Nothing in this Agreement shall oblige the Agent or any Arranger to carry out

(a) any "know your customer" or other checks in relation to any person; or

(b) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender or any Hedging Provider and each Lender and each Hedging Provider confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Arranger.

31.36 Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Charged Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the Agent

31.37 Each Lender shall (in proportion (if no part of the Loan is then outstanding) to their shares of the Total Commitments or (at any other time) to their participations in the Loan and any undrawn Commitments under the Revolving Credit Facility) indemnify the Agent, within six (6) Business Days of demand, against:

(a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 35.20 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and

(b) any other *Losses* in relation to any FATCA-related liability (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 31.22 (*Rights and discretions of the Agent*) and any Receiver in acting as its agent under the Finance Documents

in each case incurred by the Agent in acting as such under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property).

31.38 Subject to clause 31.39, the Borrower shall within six (6) Business Days of demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 31.37.

31.39 Clause 31.38 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

Resignation of the Agent

31.40 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, each Hedging Provider, the Security Agent and the Borrower.

31.41 Alternatively the Agent may resign by giving notice to the other Finance Parties and obtaining the Borrower's consent (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when a Default is continuing.

31.42 If the Majority Lenders have not appointed a successor Agent in accordance with clause 31.41 above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Borrower and subject to the consent of the Borrower if required under clause 31.41 above) may appoint a successor Agent.

31.43 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 31.42, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 31 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees.

31.44 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.45 The Agent's resignation notice shall only take effect upon the appointment of a successor.

31.46 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.44) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

Replacement of the Agent

31.47 After obtaining the prior consent of the Borrower (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), the Majority Lenders may, by giving thirty (30) days' notice to the Agent replace the Agent by appointing a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when a Default is continuing.

31.48 The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.49 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent so long as, if required, the Borrower's consent to the change of agent has been obtained. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.48) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

31.50 Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

31.51 The Agent shall resign in accordance with clause 31.47 above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 31.47 above) if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(a) the Agent fails to respond to a request under clause 12.23 to 12.26 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(b) the information supplied by the Agent pursuant to Clause 12.23 to 12.26 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(c) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

Confidentiality

31.52 In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its department, division or team directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions, departments or teams.

31.53 If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

31.54 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any Confidential Information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

Relationship with the Lenders and Hedging Providers

31.55 The Agent may treat the person shown in its records as Lender or as Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) a Hedging Provider acting through its Facility Office:

(a) entitled to or liable for any payment due under any Finance Document on that day; and

(b) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five (5) Business Days prior notice from that Lender or (as the case may be) a Hedging Provider to the contrary in accordance with the terms of this Agreement.

31.56 Any Lender or a Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) a Hedging Provider under the Finance Documents. Such notice shall contain the address, fax number and electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender or (as the case may be) a Hedging Provider for the purposes of clause 37.2 (Addresses) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) a Hedging Provider.

31.57 Each Lender and each Hedging Provider shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent or the Security Agent to perform its functions as Agent or Security Agent.

31.58 Each Lender and each Hedging Provider shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

Credit appraisal by the Lenders and Hedging Providers

31.59 Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and each Hedging Provider confirms to each other Finance Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each Obligor and other Group Member;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) whether any Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Charged Property;

(e) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of the Security Documents or the existence of any Security Interest affecting the Charged Property.

Reference Banks

31.60 No Reference Bank is under any obligation to provide a quotation or any other information to the Agent but may do so at the Agent's request.

31.61 No Reference Bank will be liable for any action taken by it under or in connection with any Finance Document, or for any quotation provided to the Agent, unless directly caused by its gross negligence or willful misconduct.

31.62 No Party (other than the relevant Reference Bank) may take any proceedings against any officer, employee or agent of any Reference Bank in respect of any claim it might have against that Reference Bank or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document, or to any quotation provided to the Agent, and any officer, employee or agent of each Reference Bank may rely on this clause subject to clauses 1.8 to 1.10 (Third Party Rights) and the provisions of the Third Parties Act.

31.63 Any Reference Bank which is not a party may rely on clauses 31.60 to 31.62 (Reference Banks), subject to clauses 1.8 to 1.10 (Third *Party Rights*) and the provisions of the Third Parties Act.

Deduction from amounts payable by the Agent

31.64 If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

Common parties

31.65 Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the Finance Parties and (as appropriate) security agent and trustee for the Finance Parties. Where any Finance Document provides for the Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

Security Agent

31.66 Each other Finance Party appoints the Security Agent to act as its agent and (to the extent permitted under any applicable law) trustee under and in connection with the Security Documents and confirms that the Security Agent shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to the beneficiaries of those Security Documents.

31.67 Each other Finance Party authorises the Security Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Agent and/or the Majority Lenders for execution by it.

31.68 The Security Agent accepts its appointment under clause 31.66 (*Security Agent*) as trustee of the Trust Property with effect from the date of this Agreement and declares that it holds the Trust Property on trust for itself, the other Finance Parties (for so long as they are Finance Parties) on and subject to the terms set out in clauses 31.66 - 31.85 (inclusive) and the Security Documents to which it is a party.

Application of certain clauses to Security Agent

31.69 Clauses 31.20 to 31.29 (*Rights and discretions of the Agent*), clause 31.30 (*Responsibility for documentation and other matters*), clause 31.31 (*No duty to monitor*), clauses 31.32 to 31.36 (*Exclusion of liability*), clauses 31.37 to 31.39 (*Lenders' indemnity to the Agent*), clauses 31.40 to 31.46 (*Resignation of the Agent*), clauses 31.47 to 31.51 (*Replacement of Agent*) clauses 31.52 to 31.54 (*Confidentiality*), clauses 31.55 to 31.58 (*Relationship with the Lenders and Hedging Providers*), clause 31.59 (*Credit appraisal by the Lenders and Hedging Providers*) and clause 31.64 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the Security Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "Security Agent" in its capacity as such and, in clauses 31.20 to 31.29 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.

31.70 In addition, clauses 31.40 to 31.46 (*Resignation of the Agent*) and clauses 31.47 to 31.51 shall, for the purposes of their application to the Security Agent pursuant to clause 31.69, have the following additional clause inserted after them:

(a) At any time after the appointment of a successor, the retiring Security Agent shall do and execute all acts, deeds and documents reasonably required by its successor to transfer to it (or its nominee, as it may direct) any property, assets and rights previously vested in the retiring Security Agent pursuant to the Security Documents and which shall not have vested in its successor by operation of law. All such acts, deeds and documents shall be done or, as the case may be, executed at the cost of the retiring Security Agent (except where the Security Agent is retiring under clause 31.47 as extended to it by clause 31.69, in which case such costs shall be borne by the Lenders (in proportion (if no Loan is then outstanding) to their shares of the Total Commitments or (at any other time) to their participations in the Loans and any undrawn Commitments under the Revolving Credit Facility).

Instructions to Security Agent

31.71 The Security Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Agent; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.72 The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Agent as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.73 Unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

31.74 The Security Agent may refrain from acting in accordance with any instructions of the Agent until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.75 In the absence of instructions, the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.76 The Security Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.76 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Order of application

31.77 The Security Agent agrees to apply the Trust Property and each other beneficiary of the Security Documents agrees to apply all moneys received by it in the exercise of its rights under the Security Documents in accordance with the following respective claims:

(a) **first**, as to a sum equivalent to the amounts payable to the Security Agent under the Finance Documents (excluding any amounts received by the Security Agent pursuant to clauses 31.37 to 31.39 (*Lenders' indemnity to the Agent*) as extended to the Security Agent pursuant to clause 31.69 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;

(b) **secondly**, as to a sum equivalent to the aggregate amount then due and owing to the other Finance Parties (other than the Hedging Providers) under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement), for those Finance Parties absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(c) **thirdly**, as to a sum equivalent to the aggregate amount then due and owing to the Hedging Providers under the Hedging Contracts or any Hedging Master Agreement, for those Hedging Providers absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(d) **fourthly**, until such time as the Security Agent is satisfied that all obligations owed to the Finance Parties have been irrevocably and unconditionally discharged in full, held by the Security Agent on a suspense account for payment of any further amounts owing to the Finance Parties under the Finance Documents and further application in accordance with this clause 31.77 as and when any such amounts later fall due;

(e) **fifthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and

(f) **sixthly**, as to the balance (if any), for the Obligors by or from whom or from whose assets the relevant amounts were paid, received or recovered or other person entitled to them.

31.78 The Security Agent and each other beneficiary of the Security Documents shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, it save that (without prejudice to any other provision contained in any of the Security Documents) the Security Agent (acting on the instructions of the Agent) and any other beneficiary of the Security Documents or any receiver or administrator may credit any moneys received by it to a suspense account for so long and in such manner as the Security Agent), any other beneficiary of the Security Documents or such receiver or administrator may from time to time determine with a view to preserving the rights of the Finance Parties or any of them to prove for the whole of their respective claims against the Borrower or any other person liable.

31.79 The Security Agent and/or any other beneficiary of the Security Documents shall obtain a good discharge in respect of the amounts expressed to be due to the other Finance Parties as referred to in clauses 31.77 and 31.78 by paying such amounts to the Agent for distribution in accordance with clause 35 (*Payment mechanics*).

Powers and duties of the Security Agent as trustee of the security

31.80 In its capacity as trustee in relation to the Trust Property, the Security Agent:

(a) shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with the provisions of this Agreement or any of the Security Documents), have all the same powers and discretions as a natural person acting as the beneficial owner of such property and/or as are conferred upon the Security Agent by this Agreement and/or any Security Document but so that the Security Agent may only exercise such powers and discretions to the extent that it is authorised to do so by the provisions of this Agreement;

(b) shall (subject to clause 31.77 (*Order of application*)) be entitled (in its own name or in the names of nominees) to invest moneys from time to time forming part of the Trust Property or otherwise held by it as a consequence of any enforcement of the security constituted by any Finance Document which, in the reasonable opinion of the Security Agent, it would not be practicable to distribute immediately, by placing the same on deposit in the name or under the control of the Security Agent as the Security Agent may think fit without being under any duty to diversify the same and the Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations except for any loss arising from the Security Agent's gross negligence or wilful misconduct;

(c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, employ and pay any agent (whether being a lawyer or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Agent (including the receipt and payment of money) and on the basis that (i) any such agent engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner or employee of his or her in connection with such employment and (ii) the Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such agent if the Security Agent shall have exercised reasonable care in the selection of such agent; and

(d) may place all deeds and other documents relating to the Trust Property which are from time to time deposited with it pursuant to the Security Documents in any safe deposit, safe or receptacle selected by the Security Agent exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care and may make any such arrangements as it thinks fit for allowing Obligors access to, or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession if it has exercised reasonable care in the selection of a safe deposit, safe, receptacle or firm of solicitors or company (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

All enforcement action through the Security Agent

31.81 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in favour of the Security Agent only or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent.

31.82 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in their favour or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent. If any Finance Party (other than the Security Agent) is a party to any Security Document it shall promptly upon being requested by the Agent to do so grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to exercise any rights, discretions or powers or to grant any consents or releases under such Security Document.

Co-operation to achieve agreed priorities of application

31.83 The other Finance Parties shall co-operate with each other and with the Security Agent and any receiver or administrator under the Security Documents in realising the property and assets subject to the Security Documents and in ensuring that the net proceeds realised under the Security Documents after deduction of the expenses of realisation are applied in accordance with clause 31.77 (*Order of application*).

Indemnity from Trust Property

31.84 In respect of all liabilities, costs or expenses for which the Obligors are liable under this Agreement, the Security Agent and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate (each a Relevant **Person**) shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, damages, costs, claims, charges or expenses whatsoever properly incurred or suffered by such Relevant Person:

(a) in the execution or exercise or bona fide purported execution or exercise of the trusts, rights, powers, authorities, discretions and duties created or conferred by or pursuant to the Finance Documents;

(b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;

(c) in respect of any Environmental Claim made or asserted against a Relevant Person which would not have arisen if the Finance Documents had not been executed; and

(d) in respect of any matter or thing done or omitted in any way in accordance with the terms of the Finance Documents relating to the Trust Property or the provisions of any of the Finance Documents.

31.85 The rights conferred by clause 31.84 are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents. Nothing contained in clause 31.84 shall entitle the Security Agent or any other person to be indemnified in respect of any liabilities, damages, costs, claims, charges or expenses to the extent that the same arise from such person's own gross negligence or wilful misconduct.

Finance Parties to provide information

31.86 The other Finance Parties shall provide the Security Agent with such written information as it may reasonably require for the purposes of carrying out its duties and obligations under the Security Documents and, in particular, with such necessary directions in writing so as to enable the Security Agent to make the calculations and applications contemplated by clause 31.77 (*Order of* application) above and to apply amounts received under, and the proceeds of realisation of, the Security Documents as contemplated by the Security Documents, clauses 35.8 to 35.10 (*Partial payments*) and clause 31.77 (*Order of application*).

Release to facilitate enforcement and realisation

31.87 Each Finance Party acknowledges that pursuant to any enforcement action by the Security Agent (or a Receiver) carried out on the instructions of the Agent it may be desirable for the purpose of such enforcement and/or maximising the realisation of the Charged Property being enforced against, that any rights or claims of or by the Security Agent (for the benefit of the Finance Parties) and/or any Finance Parties against any Obligor and/or any Security Interest over any assets of any Obligor (in each case) as contained in or created by any Finance Document, other than such rights or claims or security being enforced, be released in order to facilitate such enforcement action and/or realisation and, notwithstanding any other provision of the Finance Documents, each Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to fully effect such enforcement action and realisation including, without limitation, to the extent necessary for such purposes to execute release documents in the name of and on behalf of the Finance Parties.

Undertaking to pay

31.88 Each Obligor which is a Party undertakes with the Security Agent on behalf of the Finance Parties that it will, within six (6) Business Days of demand by the Security Agent, pay to the Security Agent all money from time to time owing, and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.

Additional trustees

31.89 The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrower to appoint any person approved by the Borrower (such approval not to be unreasonably withheld or delayed) either to act as separate trustee or as co-trustee jointly with the Security Agent:

(a) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;

(b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or

(c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and any person so appointed shall (subject to the provisions of this Agreement) have such rights (including as to reasonable remuneration), powers, duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Agent shall have power to remove any person so appointed. At the request of the Security Agent, the other parties to this Agreement shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Agent in its name and on its behalf to do the same. Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent and (subject always to the provisions of this Agreement) have such trusts, powers, authorities, liabilities and discretions (not exceeding those conferred on the Security Agent by this Agreement and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (being no less onerous than would have applied to the Security Agent but for the appointment). The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

Non-recognition of trust

31.90 It is agreed by all the parties to this Agreement that:

31.91 in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be constituted by this clause 31, the relationship of the Security Agent and the other Finance Parties shall be construed as one of principal and agent, but to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties to this Agreement; and

31.92 the provisions of this clause 31 insofar as they relate to the Security Agent in its capacity as trustee for the Finance Parties and the relationship between themselves and the Security Agent as their trustee may be amended by agreement between the other Finance Parties and the Security Agent. The Security Agent may amend all documents necessary to effect the alteration of the relationship between the Security Agent and the other Finance Parties and each such other party irrevocably authorises the Security Agent in its name and on its behalf to execute all documents necessary to effect such amendments.

32 Conduct of business by the Finance Parties

Finance Parties tax affairs

32.1 No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

Finance Parties acting together

32.2 Notwithstanding clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 28.43 (*Acceleration*) the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any other Obligor and generally administer the Facilities in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

32.3 Clause 32.2 shall not override clause 31 (*Roles of Agent*, *Security Agent and Arranger*) as it applies to the Security Agent.

Majority Lenders

32.4 Where any Finance Document provides for any matter to be determined by reference to the opinion of, or to be subject to the consent, approval or request of, the Majority Lenders or for any action to be taken on the instructions of the Majority Lenders (a **majority decision**), such majority decision shall (as between the Lenders) only be regarded as having been validly given or issued by the Majority Lenders if all the Lenders shall have received prior notice of the matter on which such majority decision is required and the relevant majority of Lenders shall have given or issued such majority decision. However (as between any Obligor and the Finance Parties) the relevant Obligor shall be entitled (and bound) to assume that such notice shall have been duly received by each Lender and that the relevant majority shall have been obtained to constitute Majority Lenders when notified to this effect by the Agent whether or not this is the case.

32.5 If, within ten (10) Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date) such Lender's Commitment shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Commitments has been obtained to approve that request, its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request and the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of sixty six and two thirds per cent (66⅔) of those Lenders (measured in terms of the Total Commitments of those Lenders) which have so responded.

32.6 For the purposes of clause 32.5, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

Conflicts

32.7 The Borrower acknowledges that any Arranger and its parent undertaking, subsidiary undertakings and fellow subsidiary undertakings (together an Arranger Group) may be providing debt finance, equity capital or other services (including financial advisory services) to other persons with which the Borrower may have conflicting interests in respect of the Facilities or otherwise.

32.8 No member of an Arranger Group shall use Confidential Information gained from any Obligor by virtue of the Facilities or its relationships with any Obligor in connection with their performance of services for other persons. This shall not, however, affect any obligations that any member of an Arranger Group has as Agent in respect of the Finance Documents. The Borrower also acknowledges that no member of an Arranger Group has any obligation to use or furnish to any Obligor information obtained from other persons for their benefit.

32.9 The terms parent undertaking, subsidiary undertaking and fellow subsidiary undertaking when used in this clause have the meaning given to them in sections 1161 and 1162 of the Companies Act 2006.

33 Sharing among the Finance Parties

Payments to Finance Parties

33.1 If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 35 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 35 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three (3) Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clauses 35.8 to 35.10 (*Partial payments*).

This clause 33.1 does not apply to any Recovered Amount to the extent that such Recovered Amount constitutes due payments owing and payable by the Borrower to a Hedging Provider under a relevant Hedging Contract (unless such amounts have not been paid to and received by a Hedging Provider in accordance with the Finance Documents, in which case, clause 33.1 would apply to such amount received by that Hedging Provider).

Redistribution of payments

33.2 The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clauses 35.8 to 35.10 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

Recovering Finance Party's rights

33.3 On a distribution by the Agent under clause 33.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

Reversal of redistribution

33.4 If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

Exceptions

33.5 This clause 33 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.

33.6 A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(a) it notified that other Finance Party of the legal or arbitration proceedings;

(b) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and

(c) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

34 Position of Hedging Providers

Rights of Hedging Providers

34.1 Each Hedging Provider (but not, for the avoidance of doubt, any Third Party Hedging Provider) is a Finance Party and as such, will be entitled to share in the security constituted by the Security Documents in respect of any liabilities of the Borrower under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.

No voting rights

34.2 No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

Acceleration and enforcement of security

34.3 Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 28 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements of the Hedging Providers except to the extent that the relevant Hedging Provider is also a Lender or an Affiliate of a Lender.

35 Payment mechanics

Payments to the Agent

35.1 On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

35.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

Distributions by the Agent

35.3 Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 35.4 (*Distributions to an Obligor*) and clauses 35.5 to 35.7 (*Clawback and pre- funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

Distributions to an Obligor

35.4 The Agent may (with the consent of the Obligor or in accordance with clause 36 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

Clawback and pre-funding

35.5 Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

35.6 Unless clause 35.7 applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

35.7 If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

(a) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and

(b) the Lender by whom those funds should have been made available shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

Partial payments

35.8 If the Agent receives a payment for application against amounts in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(a) **firstly**, in or towards payment *pro rata* of any unpaid amount owing to the Agent, the Security Agent, the Facility Co-ordinator, the Sustainability Co-ordinators or the Arrangers under those Finance Documents;

(b) **secondly**, in or towards payment to the Lenders *pro rata* of any amount owing to the Lenders under clause 31.38 (*Lenders' indemnity to the Agent*) including any amount owing to the Lenders under clause 31.38 as a result of clauses 31.37 to 31.39 being extended to the Security Agent by clause 31.69 (*Application of certain clauses to Security Agent*);

(c) **thirdly**, in or towards payment to the Lenders *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement);

(d) **fourthly**, in or towards payment to the Lenders *pro rata* of any principal which is due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement) (and, for this purpose, all monies shall be applied to reduce the Loans *pro rata*);

(e) **fifthly**, in or towards payment to the Hedging Providers *pro rata* of any sums owing to them under any of those Finance Documents (other than any swap termination sums / close out payments owing to them under the Hedging Contracts);

(f) **sixthly**, in or towards payment to the Hedging Providers *pro rata* of any termination sums owing to them under the Hedging Contracts; and

(g) **seventhly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

35.9 The Agent shall, if so directed by all the Lenders and each Hedging Provider, vary the order set out in paragraphs (b) to (e) of clause 35.8.

35.10 Clauses 35.8 and 35.9 above will override any appropriation made by an Obligor.

No set-off by Obligors

35.11 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

35.12 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

35.13 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

35.14 Subject to clauses 35.15 to 35.16, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

35.15 A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

35.16 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.

35.17 All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

35.18 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

35.19 If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

35.20 If either the Agent determines (in its discretion) that a Payment Disruption Event has occurred or the Agent is notified by the Borrower that a Payment Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 41 (*Amendments and waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 35.20; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

Hedging

35.21 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in clauses 35.11, 35.12, 35.14, 35.16, 35.18 and 35.20 above do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

36 Set-off

36.1 A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

36.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 36 (*Set-off*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

37 Notices

Communications in writing

37.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax (which shall always be accompanied by email) or letter or email.

Addresses

37.2 The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;

(c) in the case of the Security Agent, the Agent, the Arrangers, the Hedging Providers and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and

(d) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, fax number, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

Delivery

37.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, only when received in legible form by at least one of the relevant email addresses of the person(s) to whom the communication is made; or

(d) if by way of posting by any Party on a Deal Site will be effective the earlier of (i) one Business Day after such communication is posted on the Deal Site and (ii) receipt by the Agent of acknowledgement from the Deal Site that such communication has been posted;

and, if a particular department or officer is specified as part of its address details provided under clause 37.2 (*Addresses*), if addressed to that department or officer.

37.4 Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).

37.5 All notices from or to an Obligor shall be sent through the Agent.

37.6 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

37.7 Any communication or document which becomes effective, in accordance with clauses 37.3 to 37.6 above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following Business Day.

Notification of address and fax number

37.8 Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 37.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

English language

37.9 Any notice given under or in connection with any Finance Document shall be in English.

37.10 All other documents provided under or in connection with any Finance Document shall be:

(a) in English; or

(b) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Use of Deal Site by the Agent

37.11 The Agent may elect that:

(i) any Obligor may satisfy its obligations under this Agreement to deliver any information to the Agent;

(ii) any Finance Party may satisfy its obligations under this Agreement to deliver any information to the Agent; and/or

(iii) the Agent may satisfy its obligations under this Agreement to deliver any information to any Obligor or any Finance Party,

by posting such information on an electronic website designated by the Agent for such purpose (the **Deal Site**) by notifying each such affected Obligor and Finance Party of its intention that such Deal Site be used for such purpose (whereupon each such Obligor or Finance Party or the Agent may so satisfy such obligations).

37.12 The Agent shall, at its discretion or upon request of the relevant Party, disclose the website (or other electronic) address of and any relevant password specifications for the Deal Site (**Access Information**) to one or more officers, directors, employees or other representatives (**Representatives**) of each Party that the Agent has elected to deliver information to or receive information from through the Deal Site.

37.13 Each Party using the Deal Site agrees to:

(i) keep all Access Information confidential and not to disclose it to anyone, other than such of its Representatives as it has requested the Agent to provide Access Information to; and

(ii) ensure that all persons to whom they give access can properly receive the information available on the Deal Site, including (in the case of a Lender) under clause 42 (*Confidentiality*).

37.14 If the Deal Site is not available for any reason, promptly following this being brought to its attention, the Agent shall provide communications to the affected Parties by another means as contemplated by clauses 37.11 to 37.16. A Party will notify the Agent promptly if it is (despite being in receipt of the relevant Access Information) unable to access or use the Deal Site or if it becomes aware that the Deal Site is or has been infected by an electronic virus or similar software.

37.15 Each of the Parties agrees that: (i) the Agent shall not be liable for any cost, loss or liability incurred by any Party as a result of its access or use of the Deal Site or its inability to access or use the Deal Site; and (ii) the Agent is under no obligation to monitor access to or the availability of the Deal Site.

37.16 The Agent may terminate a Deal Site at any time. If such termination occurs whilst amounts remain outstanding under the Facilities the Agent shall (unless such termination arises as a result of technical failure of the Deal Site (including as a result of infection by an electronic virus or similar software) or as a result of a concern as to the security and confidentiality of the Deal Site), if reasonably practicable, give not less than ten days' prior notice to each affected Party of such termination.

Hedging

37.17 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 37 (*Notices*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

38 Calculations and certificates

Accounts

38.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

38.2 Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

38.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

Hedging

38.4 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 38 (*Calculations and certificates*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

39 Partial invalidity

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

39.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 39 (*Partial invalidity*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

40 Remedies and waivers

40.1 No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

40.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 40 (*Remedies and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

41 Amendments and waivers

Required consents

41.1 Subject to clause 41.3 (*All Lender matters*) and clauses 41.6 to 41.8 (*Other exceptions*), any term of the Finance Documents may be amended or waived with the consent of the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent or the Security Agent, the consent of the Agent or the Security Agent) and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties.

41.2 The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 41.

All Lender matters

41.3 Subject to clause 41.5 (*Replacement of Screen Rate*), an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to:

(a) the definition of "Change of Control Event" in clause 1.1 (*Definitions*);

(b) the definition of "Majority Lenders" in clause 1.1 (*Definitions*);

(c) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);

(d) the definition of "Restricted Party", "Sanctions" or "Sanctions List" or any provision in this Agreement which relates to Sanctions;

(e) an extension to the date of payment of any amount under the Finance Documents;

(f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;

(g) an increase in, or an extension of, any Commitment or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facilities;

(h) an increase in the Total Commitments or an extension of any period within which a Facility is available for Utilisation;

(i) a change to the Borrower or any other Obligor;

(j) any provision which expressly requires the consent or approval of all the Lenders;

(k) clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), clause 7.11 (*Illegality*), clause 29 (*Changes to the Lenders*), clause 33.1 (*Payments to Finance Parties*), this clause 41, clause 46 (*Governing law*) or clauses 47.1 to 47.3 (*Jurisdiction of Singapore courts*);

(l) the order of distribution under clauses 35.8 to 35.10 (*Partial payments*);

(m) the order of distribution under clause 31.77 (*Order of application*);

(n) the currency in which any amount is payable under any Finance Document;

(o) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed;

(p) the nature or scope of the guarantee and indemnity granted under clause 17 (*Guarantee and indemnity*) or the guarantee and indemnity granted under any Shipowner Guarantee; or

(q) the release of the guarantee or security constituted by the Security Documents or the circumstances in which the guarantee or security constituted by the Security Documents are permitted or required to be released under any of the Finance Documents except where the same relates to (i) a sale of a Mortgaged Ship permitted by the terms of this Agreement, (ii) a release required by clause 25.14 (*Release of additional security*) or (iii) a release permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*);

(r) clauses 7.15 (*Sale*) to 7.19 (*Total Loss*);

(s) clause 22.14 (*Sustainability Principles*) or Schedule 8 (*Sustainability Principles*);

shall not be made, or given, without the prior consent of all the Lenders (and the Hedging Providers, only in relation to an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to paragraphs (i), (l), (m), (o), (p) and (q) of this clause).

41.4 An amendment or waiver which directly relates to the rights or obligations of a Hedging Provider (in its capacity as such) may not be effected without the consent of that Hedging Provider.

Replacement of Screen Rate

41.5 Subject to clauses 41.6 to 41.8 (*Other exceptions*), if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:

(a) providing for the use of a Replacement Benchmark in place of (or in addition to) the Screen Rate; and

(b) any or all of the following:

(i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(iii) implementing market conventions applicable to that Replacement Benchmark;

(iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark;

(v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(c) In this clause 41.5:

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Benchmark means a benchmark rate which is:

(i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(A) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(ii) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(iii) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the Screen Rate.

Screen Rate Replacement Event means, in relation to the Screen Rate:

(i) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Majority Lenders, and the Borrower materially changed;

(ii) any of the following applies:

(A) either:

(1) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(B) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(C) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;

(D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used;

(E) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

(1) stating that that Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(2) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(F) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than the period of twenty (20) Business Days; or

(iii) in the opinion of the Majority Lenders and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

41.6 If, as at 30 June 2021, this Agreement provides that the rate of interest for any Loan is to be determined by reference to the Screen Rate:

(a) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate; and

(b) the Agent (acting on the instructions of the Majority Lenders) and the Obligors shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate from and including a date no later than 30 September 2021 (or such later date as the Agent (acting on the instructions of all Lenders) may agree, in any case not later than 30 November 2021).

Other exceptions

41.7 An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, Security Agent or the Arrangers (as the case may be).

41.8 Notwithstanding clauses 41.1 to 41.4 (inclusive), the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

Releases

41.9 Except with the approval of the Lenders or for a release which is expressly permitted or required by the Finance Documents (including, without limitation, as referred to in clause 41.3(o) (*All lender matters*)), the Agent shall not have authority to authorise the Security Agent to release:

(a) any Charged Property from the security constituted by any Security Document; or

(b) any Obligor from any of its guarantee or other obligations under any Finance Document.

Hedging

41.10 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 41 (*Amendments and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

41.11 **Disenfranchisement of the Borrower, Parent and their Affiliates**

(a) For so long as the Borrower, Parent or its Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:

(i) in ascertaining:

(A) the Majority Lenders; or

(B) whether:

(1) any relevant percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or

(2) the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

such Commitment shall be deemed to be zero and the Borrower, Parent or its Affiliate or the person with whom it has entered into that sub-participation, other agreement or arrangement shall be deemed not to be Lender for the purposes of paragraphs (A) and (B) above.

(b) The Borrower, Parent or their Affiliate that is a Lender agrees that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the other Lenders.

(c) For the purposes of this clause 41.11, each Lender shall promptly notify the Agent in writing of any proposed or actual sub-participation or that such Lender intends to enter into, or has entered into, any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of any Commitment or amount outstanding under this Agreement and the identity of any sub-participant (a **Notifiable Transaction**). A Lender shall promptly notify the Agent if a Notifiable Transaction to which it is a party is terminated or ceases to be with the Borrower, Parent or its Affiliates.

42 Confidentiality

Confidential Information

42.1 Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 42.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

42.2 Any Finance Party may disclose:

(a) to any of its Affiliates, head offices, regional offices and all its other affiliated companies, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Facilities and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraphs (b) (i) or (b) (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under clause 31.56 (*Relationship with the Lenders and Hedging Providers*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b) (i) or (ii) above;

(v) to whom information is required or requested or where it is considered by a Finance Party to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi-government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrower; or

(ix) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security Interest (or may do so) pursuant to clause 29.19 (*Security over Lenders' rights*).

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to sub-paragraphs (i), (ii) and (iii) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-paragraph (iv) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidential Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-paragraphs (v), (vi) and (ix) of paragraph (b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any service provider or any person appointed by that Finance Party (whether in Singapore or outside Singapore) or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter-terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with that Finance Party or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(f) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person whom that Finance Party believes in good faith to be an authorised signatory of the Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor; and

(g) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act (Chapter 19) of Singapore which sets out, inter alia, the persons to whom customer information may be disclosed.

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

Entire agreement

42.3 This clause 42 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

42.4 Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

42.5 Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 42.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 42 (*Confidentiality*).

Continuing obligations

42.6 The obligations in this clause 42 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve (12) months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

Publication

42.7 Each Finance Party agrees that it will not make any public announcement, comment or statement about their arrangement or participation in the Facilities without the prior written consent of the Borrower, save that following the first Utilisation Date, the Agent and/or any Lender may disclose the Borrower's names, it's commitments and roles hereunder and any other information already in the public domain without the Borrower's consent.

42.8 Clause 42.2 above is not and shall not be deemed to constitute, an express or implied agreement by any Finance Party with any Obligor for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Singapore Banking Act (Chapter 19).

Personal Data Protection Act

42.9 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations (including, without limitation, the Personal Data Protection Act 2012 of Singapore (the **PDPA**)), prior to the disclosure of any Personal Data to a Finance Party, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to a Finance Party to allow that Finance Party to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to a Finance Party has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify that Finance Party thereof and promptly provide to that Finance Party with the updated Personal Data. Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

For the purposes of this clause 42.9:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/ her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and any Finance Party;

Personal Data shall have the meaning given to it in the PDPA;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction;

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Finance Parties applying to the Transaction; and

(c) such other purposes as set out in the Finance Party's data privacy statement (a copy of which has been extended to each Obligor); and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Finance Parties, including the exercise of all rights, remedies and powers of or by the Finance Parties, as contemplated under the Agreement and the other Finance Documents.

43 Confidentiality of Funding Rates

43.1 **Confidentiality and disclosure**

(a) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.

(b) The Agent may disclose:

(i) any Funding Rate to the Borrower pursuant to clause 8.7 *(Notification of rates of interest)*; and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.

(c) The Agent may disclose any Funding Rate and each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price- sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

43.2 **Related obligations**

(a) The Agent and each Obligor acknowledge that each Funding Rate is or may be price- sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to clause 43.1(c)(ii) *(Confidentiality and disclosure)* except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this clause 43.

43.3 **No Event of Default**

No Event of Default will occur under clause 28.8 *(Other obligations)* by reason only of an Obligor's failure to comply with this clause 43.

44 Counterparts

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

45 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Finance Party to another Finance Party or to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

This clause 45 (*Contractual recognition of Bail-In*) shall not apply to Standard Chartered Bank (Singapore) Limited in respect of any of its liabilities to any other Party under or in connection with the Finance Documents.

Section 12 - Governing Law and Enforcement

46 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

47 Enforcement

Jurisdiction of Singapore courts

47.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

47.2 The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

47.3 Clauses 47.1 and 47.2 are for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Service of process

47.4 Without prejudice to any other mode of service allowed under any relevant law, the Parent:

(a) irrevocably appoints the Borrower as its Singapore process agent as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	Hafnia Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (or equivalent, if any)	201510759D
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	Hafnia Pte. Ltd.
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Original Lenders and Arrangers

Name	ABN AMRO Bank N.V.
Facility Office, address, email address, fax number and attention details for notices	**Documentation/Credit matters:**Contact Persons: Yulia Yavid / Andre Lockhorst Telephone No.: +31 (0) 6 825812 85 / +31 (0) 6 22146176 Address: Gustav Mahlerlaan 10, 1082 PP Amsterdam E-mail Address: +31 (0) 6 825812 85 / +31 (0) 6 22146176 **Loan administrative purposes:** Contact Persons: Dien Quan Telephone No.: +31 (0)10 4015639 Address: Coolsingel 93, 3012 AE Rotterdam E-mail Address: loket.leningenadministratie.ccs@nl.abnamro.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	BNP Paribas
Facility Office, address, fax number, email address, and attention details for notices	**Documentation/Credit matters:** Contact Persons: Matthew FORREST / Michelle W TEH / Eileen NG / Wai Yee KONG Telephone No.: +65 6210 1336 / +65 6210 1802 / +65 6210 1509 / +65 6210 1638 Fax No.: +65 6210 1506 Address: 10 Collyer Quay, #34-01 Ocean Financial Centre, Singapore 049315 E-mail Address: matthew.forrest@asia.bnpparibas.com michelle.w.teh@asia.bnpparibas.com eileen.ng@asia.bnpparibas.com waiyee.kong@asia.bnpparibas.com aaron.li@asia.bnpparibas.com **Loan administrative purposes:** Contact Persons: Client Management – Loan Services Mei Ling LEE / Qi Chen TAN Telephone No.: +65 6461 2802 Fax No.: +65 6210 4535 Address: 10 Collyer Quay, #33-01 Ocean Financial Centre, Singapore 049315 E-mail Address: clm_ops_loan_services_singapore@asia.bnpparibas.com meiling.lee@asia.bnpparibas.com qichen.tan@asia.bnpparibas.com cc: eileen.ng@asia.bnpparibas.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	DBS Bank Ltd
Facility Office, address, email address, fax number and attention details for notices	**Documentation / Credit matters:** Contact Persons: Huang Sipei / Leong Mai Yee Telephone No.: +65 6878 5366 Fax No.: +65 6227 9183 Address: 12 Marina Boulevard, Level 46, DBS Asia Central @ Marina Bay Financial Centre Tower 3, Singapore 018982 E-mail Address: sipeihuang@dbs.com / maiyee@dbs.com **Loan administrative purposes:** Contact Persons: Serene Ong Telephone No.: +65 6878 4113 Fax No.: +65 6227 9183 Address: 12 Marina Boulevard, Level 46, DBS Asia Central @ Marina Bay Financial Centre Tower 3, Singapore 018982 E-mail Address: sereneongpk@dbs.com; ibg1-shipping&aviationcso@dbs.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	ING Bank N.V., Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	**Documentation/Credit matters:** Contact Persons: Jens Van Yperzeele / Yuan Yuan Tan Telephone No.: +65 6232 6506 / +65 6232 6511 Fax No. +65 6532 5303 Address: 1 Wallich street, #12-01 Guoco Tower, Singapore 078881 E-mail Address: Jens.Van.Yperzeele@asia.ing.com / Yuan.Yuan.Tan@asia.ing.com **Loan administrative purposes:** Contact Persons: Deal Execution Team / Bronson Peh Telephone No.: +65 6539 5511 Fax No.: +65 6539 7753 Address: 1 Wallich street, #12-01 Guoco Tower, Singapore 078881 E-mail Address: Execution@ING.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	The Iyo Bank, Ltd. Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	**Documentation/ Credit matters:** Contact Persons: Mr. Koki Saiki Telephone No.: +65-6394-9830 Fax No.: +65-6394-9832 Address: 8 Marina View #15-02 Asia Square Tower 1 Singapore Branch E-mail Address: iyo812e7q83w@iyobank.co.jp **Loan administrative purposes:** Contact Persons: Mr. Koki Saiki Telephone No.: +65-6394-9830 Fax No.: +65-6394-9832 Address: 8 Marina View #15-02 Asia Square Tower 1 Singapore Branch E-mail Address: iyo812e7q83w@iyobank.co.jp
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, email address, fax number and attention details for notices	**Documentation/Credit matters:** Contact Persons: Clara Lim / Melvin Phang / Angeline Teo Telephone No.: 6530 7310 / 6530 6874 / 6530 8708 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: claralim@ocbc.com / melvinphang@ocbc.com / angelineteo@ocbc.com **Loan administrative purposes:** Contact Persons: Ong Chui Lan / Kathy Ho Telephone No.: 6530 4202 / 6530 1595 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: ongchuilan@ocbc.com / homlkathy@ocbc.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	Skandinaviska Enskilda Banken AB (publ), Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	**Documentation/ Credit matters:** Contact Persons: Mr Johan Lindström / Mr James Bailey /Ms Sze Bin Gan Telephone No.: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Fax No.: +65 6634 3370 Address: 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 E-mail Address: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se **Loan administrative purposes:** Contact Persons: Ms Pauline Ng / Ms Emily Heng Telephone No.: +65 6357 0813 / +65 6357 0841 Fax No.: +65 6634 3371 Address: 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 E-mail Address: singaporeloanadmin@seb.se
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	Société Générale, a public limited company incorporated in France, acting through its Hong Kong Branch
Facility Office, address, email address, fax number and attention details for notices	**Documentation/Credit matters:** Contact Persons: Gwenael DELATTRE / Louise XU / Quiying ZHUO/Edmond TAM / Kenny CHAN Telephone No.: +852 2166 5183 / +852 2166 5614 / +852 2166 4317/ +852 2166 5577 / +852 2166 5414 Fax No.: +852 2166 4631 Address: Level 35, Three Pacific Place, 1 Queen's Road East, Hong Kong E-mail Address: gwenael.delattre@sgcib.com / louise.xu@sgcib.com / qiuying.zhuo@sgcib.com / edmond.tam@sgcib.com / kenny.chan@sgcib.com **Loan administrative purposes:** Contact Persons: HKG-LOAN-OPS/ Edmond TAM / Kenny CHAN Telephone No.: +852 2166 5182/ +852 2166 5577 / +852 2166 5414 Fax No.: +852 2868 1874 & +852 2166 4631 Address: Level 35, Three Pacific Place, 1 Queen's Road East, Hong Kong E-mail Address: hkg-loan-ops@sgcib.com / edmond.tam@sgcib.com / kenny.chan@sgcib.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, fax number, email address, and attention details for notices	**Documentation/Credit matters:** Contact Persons: Amy Chow / Lynette Chee Telephone No.: +65 65967547 / +65 6596 6294 Fax No.: +65 6634 9568 Address: Marina Bay Financial Centre, 8 Marina Boulevard, Level 26, Singapore 018981 E-mail Address: Chow.Amy-See-Bing@sc.com / Xiulinglynette.Chee@sc.com **Loan administrative purposes:** Contact Persons: Chonawut Mick Prasatsak / Steve Lai / Valerie Toh / Tan Teck Wai / Global Lending Services / Murugan, Prathiba Telephone No.: +65 6918 1899 / +65 6596 7229 / +65 6596 5828 / +65 6596 7026 / +91 89 3994 1400 / +91 44 666 15704 Fax No.: +65 6305 1734 Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 23, Singapore 018981 E-mail Address: Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Valerie.Toh@sc.com / Tan.Teck-Whai@sc.com / sg.loaninstructions@sc.com / sg.loansprocessing@sc.com / Prathiba.Murugan@sc.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

Name	United Overseas Bank Limited
Facility Office, address, email address, fax number and attention details for notices	**Documentation/Credit matters:** Contact Persons: Andi Fadenan / Quek Lee Keng / Priscilla Kong Telephone No.: 69227338 / 69227739 / 69227367 Fax No.: +65 6222 0612 Address: 1 Raffles Place #23-61 One Raffles Place Tower 2 Singapore 048616 E-mail Address: Andi.Fadenan@UOBgroup.com / Quek.LeeKeng@UOBgroup.com / Priscilla.KongSL@UOBgroup.com **Loan administrative purposes:** Contact Persons: Andi Fadenan / Quek Lee Keng / Nor Azlinda Khalid Telephone No.: 69227338 / 69227739 / 6598 3088 Fax No.: +65 6222 0612 Address: 1 Raffles Place #23-61 One Raffles Place Tower 2 Singapore 048616 E-mail Address: Andi.Fadenan@UOBgroup.com / Quek.LeeKeng@UOBgroup.com / GWB.CFSCorporate@uobgroup.com
Term Loan Facility Commitment ($)	27,408,000
Revolving Credit Facility Commitment ($)	10,000,000
Total:	37,408,000

The Hedging Providers

Name	ABN AMRO Bank N.V.
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Mike Otten / Wouter Kuipers Telephone No.: +31 6 30 79 71 64 / +31 6 30 68 67 35 Address: Gustav Mahlerlaan 10, 1082 PP Amsterdam E-mail Address: mike.otten@nl.abnamro.com / wouter.kuipers@nl.abnamro.com

Name	BNP Paribas
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Mark H Lim / Simon S NG Telephone No.: +65 6210 3329 / +852 2909 8882 Fax No.: +65 6210 3382 Address: 10 Collyer Quay, #31-01, Ocean Financial Centre, Singapore 049315 E-mail Address: mark.h.lim@asia.bnpparibas.com simon.s.ng@asia.bnpparibas.com

Name	DBS Bank Ltd
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Sophia Liao Telephone No.: +65 6682 7110 Fax No.: NA Address: 12 Marina Boulevard, Level 46, DBS Asia Central @ Marina Bay Financial Centre Tower 3, Singapore 018982 E-mail Address: sophialiao@dbs.com

Name	ING Bank N.V., Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	Address: 1 Wallich Street #12-01 Guoco Tower Singapore 078881 Fax: +65 6539 7749 E-mail: For confirmation - GSOFMOpsAsiaOnshoreConfirmation@Asia.ing.com For settlements - GSOFMOpsAsiaOnshoreSettlements@Asia.ing.com; GSOFMOpsAsiaOnshoreTradeCapture@Asia.ing.com; SG_BOT@asia.ing.com

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Clara Lim / Melvin Phang / Ho Mee Yan Telephone No.: 6530 7310 / 6530 1333 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: claralim@ocbc.com / melvinphang@ocbc.com / homy@ocbc.com

Name	Skandinaviska Enskilda Banken AB (publ)
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Mr Johan Lindström / Mr James Bailey /Ms Sze Bin Gan Telephone No.: +47 2282 7147 / +65 6350 1392 / +65 6350 13 Fax No.: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Address: Kungsträdgårdsgatan 8, SE-10640, Stockholm, Sweden E-mail Address: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se /

Name	Société Générale
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Sebastien BRUNEAU/ Xiaorui WANG Telephone No.: +852 2166 4902/ +852 2166 4283 Fax No.: n.a. Address: Level 38, Three Pacific Place, 1 Queen's Road East, Hong Kong E-mail Address: sebastien.bruneau@sgcib.com / xiaorui.wang@sgcib.com /

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, email address, fax number and attention details for notices	#27-01 Marina Bay Financial Centre, 8 Marina Boulevard, Singapore 018981 Attention: Amy Chow / Winnie Wong / Chonawut Prasatsak / Steve Lai / Valerie Toh / Lynette Chee Fax: +65-6634-9568 Emails: Chow.Amy-See-Bing@sc.com / WinnieWS.Wong@sc.com / Chonawut.Prasatsak@sc.com / Steve.Lai@sc.com / Valerie.Toh@sc.com / Xiulinglynette.Chee@sc.com

Name	United Overseas Bank Limited
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Marc Wang Telephone No.: 67098832 Fax No.: +65 6222 0612 Address: 80 Raffles Place #05-00 UOB Plaza 1 Singapore 048624 E-mail Address: Marc.WangH@UOBgroup.com

The Sustainability Co-ordinators

Name	ING Bank N.V., Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Jens Van Yperzeele / Yuan Yuan Tan / Martijn Hoogerwerf Telephone No.: +65 6232 6506 / +65 6232 6511 / +65 6539 7842 Fax No.: +65 6532 5303 Address: 1 Wallich street, #12-01 Guoco Tower, Singapore 078881 E-mail Address: Jens.Van.Yperzeele@asia.ing.com / Yuan.Yuan.Tan@asia.ing.com / Martijn.Hoogerwerf@asia.ing.com

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Jeong Yoon Mee / Chiang Yi Chen Telephone No.: 6876 8711 / 6530 8463 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: yoonmeejeong@ocbc.com / yichenchiang@ocbc.com

The Facility Co-ordinator

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Amy Chow / Lynette Chee Telephone No.: +65 65967547 / +65 6596 6294 Fax No.: +65 6634 9568 Address: Marina Bay Financial Centre, 8 Marina Boulevard, Level 26, Singapore 018981 E-mail Address: Chow.Amy-See-Bing@sc.com / Xiulinglynette.Chee@sc.com

The Agent

Name	Standard Chartered Bank (Hong Kong) Limited
Facility Office, address, email address, fax number and attention details for notices	11th Floor, Standard Chartered Tower, 388 Kwun Tong Road, Kwun Tong, Hong Kong Attention: Mr. Anthony Wong / Ms. Wendy Lau Facsimile: (852) 2810 0180 Email: Anthony.Wong@sc.com / Wendy.WY.Lau@sc.com

The Security Agent

Name	Standard Chartered Bank (Hong Kong) Limited
Facility Office, address, email address, fax number and attention details for notices	11th Floor, Standard Chartered Tower, 388 Kwun Tong Road, Kwun Tong, Hong Kong Attention: Mr. Anthony Wong / Ms. Wendy Lau Facsimile: (852) 2810 0180 Email: Anthony.Wong@sc.com / Wendy.WY.Lau@sc.com

Schedule 2
Ship information

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
1	BW FALCON	9607186	MR	BW Aldrich Pte. Ltd.	Singapore	ABS
2	BW EGRET	9607174	MR	BW Aldrich Pte. Ltd.	Singapore	ABS
3	BW BOBCAT	9694476	MR	BW Aldrich Pte. Ltd.	Singapore	LR
4	BW PANTHER	9694464	MR	BW Aldrich Pte. Ltd.	Singapore	LR
5	BW JAGUAR	9635858	MR	BW Aldrich Pte. Ltd.	Singapore	LR
6	BW TIGER	9635846	MR	BW Aldrich Pte. Ltd.	Singapore	LR
7	BW CHEETAH	9635834	MR	BW Aldrich Pte. Ltd.	Singapore	ABS
8	BW LEOPARD	9635822	MR	BW Aldrich Pte. Ltd.	Singapore	LR
9	BW COUGAR	9675494	MR	BW Aldrich Pte. Ltd.	Singapore	LR
10	BW LIONESS	9675509	MR	BW Aldrich Pte. Ltd.	Singapore	LR
11	BW PUMA	9635810	MR	BW Aldrich Pte. Ltd.	Singapore	ABS
12	BW LYNX	9635808	MR	BW Aldrich Pte. Ltd.	Singapore	LR
13	BW ZAMBESI	9393101	LR1	BW Aldrich Pte. Ltd.	Singapore	ABS
14	BW YANGTZE	9393096	LR1	BW Aldrich Pte. Ltd.	Singapore	ABS
15	BW SHINANO	9506069	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
16	BW THAMES	9393084	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
17	BW SEINE	9342217	LR1	BW Aldrich Pte. Ltd.	Singapore	ABS
18	BW RHINE	9341940	LR1	BW Aldrich Pte. Ltd.	Singapore	ABS
19	BW ORINOCO	9324320	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
20	BW LENA	9324318	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
21	BW HUDSON	9324306	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
22	BW DANUBE	9365001	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
23	BW KRONBORG	9307786	LR1	BW Aldrich Pte. Ltd.	Singapore	LR
24	BW COLUMBIA	9324291	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL
25	BW AMAZON	9324289	LR1	BW Aldrich Pte. Ltd.	Singapore	DNV GL

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
26	BW KALLANG	9766190	LR1	BW Aldrich Pte. Ltd.	Singapore	LR
27	BW TAGUS	9766205	LR1	BW Aldrich Pte. Ltd.	Singapore	LR
28	BW NILE	9766217	LR1	BW Aldrich Pte. Ltd.	Singapore	LR
29	BW YARRA	9766229	LR1	BW Aldrich Pte. Ltd.	Singapore	LR

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the first Utilisation Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Initial conditions precedent to signing

1 Obligors' corporate documents

(a) A copy of the Constitutional Documents of each Obligor.

(b) A certified copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors (as the case may be) of each Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.

(g) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 "Know your customer" information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 47.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements.

(d) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

4 Group Structure

A copy of the current group structure chart for the Group.

Part 2

Conditions precedent to the delivery of the first Utilisation Request

1 Corporate documents

If there is a delay of more than one month between the provision of the conditions in Part 1 of this Schedule 3 and the conditions in Part 2 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the first Utilisation Date certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the original Finance Parties:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Agent;

(b) a legal opinion Norton Rose Fulbright (Asia) LLP on matters of Singapore law, in the agreed form as approved by the Agent;

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, in the agreed form as approved by the Agent.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

(c) If relevant, an assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Hedging Master Agreements

If the Borrower is to enter into any hedging arrangements with a Hedging Provider in accordance with the terms of this Agreement on or prior to the first Utilisation Date, evidence that the Hedging Master Agreements have been executed by the Borrower and each applicable Hedging Provider.

5 Value of security

Valuations for all the Ships obtained (not more than forty five (45) days before the first Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

Part 3

Ship and security conditions precedent

1 Security

(a) The Mortgage and the Deed of Covenant in respect of each Ship duly executed by the Owner.

(b) The Shipowner Guarantee in respect of each Ship duly executed by the Owner.

(c) Any Manager's Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

2 Registration of Ships

Evidence that each Ship:

(a) is legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

3 Mortgage registration

Evidence that on the first Utilisation Date, any existing registered mortgages on each Ship shall be discharged and evidence that the Mortgage in respect of each Ship has been (or will, on the first Utilisation Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

4 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the original Finance Parties:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, substantially in the agreed form as approved by the Agent;

(b) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of Singapore law, substantially in the agreed form as approved by the Agent; and

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, substantially in the agreed form as approved by the Agent.

5 Insurance

In relation to each Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Agent on such Insurances;

(b) evidence that such Insurances have or will be been placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

6 ISM and ISPS Code

Copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each Ship for the purposes of that code;

(b) the safety management certificate in respect of each Ship issued in accordance with the ISM Code;

(c) the international ship security certificate in respect of each Ship issued under the ISPS Code; and

(d) if so requested by the Agent with the Agent providing not less than 5 Business Days' prior written notice prior to the Utilisation Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

7 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

8 Environmental matters

Evidence of each Ship's certificate of financial responsibility issued pursuant to the United States law.

9 Management Agreement

Where:

(a) a technical manager of a Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for that Ship;

(b) a Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Ship.

10 Sustainability Principles

A copy of the Second Party Opinion (as defined in Schedule 8 (*Sustainability Principles*).

11 Other conditions

A copy of any other document, authorisation, opinion or assurance which the Agent reasonably considers to be necessary or desirable (if it has notified the Borrower accordingly within a reasonable period of time) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Part 4

Conditions subsequent

1 Company registrations

Within thirty (30) days of the first Utilisation Date, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of the first Utilisation Date, issuance of the following legal opinions:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent;

(b) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of Singapore law, substantially in the form approved by the Agent;

(c) A legal opinion of Conyers Dill & Pearman Limited addressed to the Agent on matters of Bermuda law, substantially in the form approved by the Agent.

3 Insurances

Within thirty (30) days of the first Utilisation Date, copies of:

(a) the issued opinion from insurance consultants appointed by the Agent on such Insurances; and

(b) the issued letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

Schedule 4
Utilisation Request

From: Hafnia Pte. Ltd. (as **Borrower**)

To: Standard Chartered Bank (Hong Kong) Limited (as **Agent**)

Dated: [●]

Dear Sirs

Up to $374,080,000 Facility Agreement dated [●] 2021 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow [the Term Loan][a Revolving Credit Facility Loan] on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount of the [Term Loan][Revolving Credit Facility Loan]:	$[●]

3 We confirm that each condition specified in clause 4.6 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this [Term Loan][Revolving Credit Facility Loan] is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [to state full name and account details of relevant existing agent bank, being Nordea Bank Abp, filial i Norge or BNP Paribas] or [the designated account in the name of the Borrower].

5 We confirm that we will use the proceeds of this [Term Loan][Revolving Credit Facility Loan] for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The [first] Interest Period for the said [Term Loan][Revolving Credit Facility Loan] shall end on a Quarter Date, being [state Quarter Date], in accordance with clause [9.6][9.4] (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

_____

authorised signatory for Hafnia Pte. Ltd.

Schedule 5
Form of Transfer Certificate

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: [**The Existing Lender**] (the **Existing Lender**) and [**The New Lender**] (the **New Lender**)

Dated:

Up to $374,080,000 Facility Agreement dated [●] 2021 (the Agreement)

1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2 [***In the case of transfer by novation:*** The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation in accordance with Clause 29.17 (*Procedure for transfer*) all or part of the Existing Lender's Commitment specified in the Schedule and/or all or part of the Existing Lender's Loan(s) specified in the Schedule, in each case together with related rights and obligations.]

[***In the case of transfer by assignment:*** We refer to clauses 29.12 to 29.16 (*Procedure for assignment*):

(a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement as specified in the Schedule.

(b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement specified in the Schedule.

(c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.]

3 The proposed Transfer Date is [●].

4 The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 37.2 (*Addresses*) are set out in the Schedule.

5 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clauses 29.9 to 29.11 (*Limitation of responsibility of Existing Lenders*).

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

7 This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.

8 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule
Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

Transfer Details:

Participation Transferred

Commitment Transferred:

Drawn Amount: US$[●]

Undrawn Amount: US$[●]

Administration Details:

Details of New Lender's Receiving Account: [●]

Correspondence Bank: [●]
Swift Code: [●]

Account Bank (if applicable)*: [●]

Account Bank Swift Code (if applicable)*: [●]

Account Name: [●]

Account Number: [●]

Ref: [●]

Attn: [●]

For credit matters: [●]

Address: [●]

Telephone: [●]

Facsimile: [●]

Email: [●]

Attn/Ref: [●]

For operation matters:

Address: [●]

Telephone: [●]

Facsimile: [●]

Email: [●]

Attn/Ref: [●]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as [●].

Signature of this Transfer Certificate by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party. The Agent's signature of this Transfer Certificate is pursuant to the authority given to it by the Existing Lender and New Lender.

[Agent]

By:

Schedule 6
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $374,080,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[●] on the last day of the most recently- elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than $60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Form of Compliance Certificate – Part B

To: Standard Chartered Bank (Hong Kong) Limited as Agent

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $374,080,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (*Valuation frequency*) and clause 25.12 (*Security shortfall*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (*Security shortfall*) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (*Valuation frequency*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Schedule 7
Repayment Schedule

Period	Repayment Date	Term Loan	RCF	Total Repayment	Total Loan Outstanding	Total RCF Outstanding
0	31-Mar-21	-	-	-	274,080,000	100,000,000
1	30-Jun-21	(9,260,000)	-	(9,260,000)	264,820,000	100,000,000
2	30-Sep-21	(9,260,000)	-	(9,260,000)	255,560,000	100,000,000
3	31-Dec-21	(9,260,000)	-	(9,260,000)	246,300,000	100,000,000
4	31-Mar-22	(9,260,000)	-	(9,260,000)	237,040,000	100,000,000
5	30-Jun-22	(9,260,000)	(3,570,000)	(12,830,000)	227,780,000	96,430,000
6	30-Sep-22	(9,260,000)	(3,570,000)	(12,830,000)	218,520,000	92,860,000
7	31-Dec-22	(9,260,000)	(3,570,000)	(12,830,000)	209,260,000	89,290,000
8	31-Mar-23	(9,260,000)	(3,570,000)	(12,830,000)	200,000,000	85,720,000
9	30-Jun-23	(9,260,000)	(3,570,000)	(12,830,000)	190,740,000	82,150,000
10	30-Sep-23	(9,260,000)	(3,570,000)	(12,830,000)	181,480,000	78,580,000
11	31-Dec-23	(9,260,000)	(3,570,000)	(12,830,000)	172,220,000	75,010,000
12	31-Mar-24	(9,260,000)	(3,570,000)	(12,830,000)	162,960,000	71,440,000
13	30-Jun-24	(9,260,000)	(3,570,000)	(12,830,000)	153,700,000	67,870,000
14	30-Sep-24	(9,260,000)	(3,570,000)	(12,830,000)	144,440,000	64,300,000
15	31-Dec-24	(9,260,000)	(3,570,000)	(12,830,000)	135,180,000	60,730,000
16	31-Mar-25	(9,260,000)	(3,570,000)	(12,830,000)	125,920,000	57,160,000
17	30-Jun-25	(9,260,000)	(3,570,000)	(12,830,000)	116,660,000	53,590,000
18	30-Sep-25	(9,260,000)	(3,570,000)	(12,830,000)	107,400,000	50,020,000
19	31-Dec-25	(9,260,000)	(3,570,000)	(12,830,000)	98,140,000	46,450,000
20	31-Mar-26	(9,260,000)	(3,570,000)	(12,830,000)	88,880,000	42,880,000
21	30-Jun-26	(9,260,000)	(3,570,000)	(12,830,000)	79,620,000	39,310,000
22	30-Sep-26	(9,260,000)	(3,570,000)	(12,830,000)	70,360,000	35,740,000
23	31-Dec-26	(9,260,000)	(3,570,000)	(12,830,000)	61,100,000	32,170,000
24	31-Mar-27	(9,260,000)	(3,570,000)	(12,830,000)	51,840,000	28,600,000
25	30-Jun-27	(9,260,000)	(3,570,000)	(12,830,000)	42,580,000	25,030,000
26	30-Sep-27	(9,260,000)	(3,570,000)	(12,830,000)	33,320,000	21,460,000
27	31-Dec-27	(9,260,000)	(3,570,000)	(12,830,000)	24,060,000	17,890,000
28	31-Mar-28	(24,060,000)	(17,890,000)	(41,950,000)	-	-

Schedule 8
Sustainability Principles

A. Sustainability Compliance Certificate

1. The Borrower will deliver to the Agent a Sustainability Compliance Certificate no later than 15 Business Days after 31 July 2022 (the **Reference Date**) and no later than 15 Business Days after each anniversary of the Reference Date, which shall:

i. contain the Fleet Sustainability Score and a confirmation of Hafnia Limited's compliance with the SOx Cap Regulation in respect of each Hafnia-owned Ship for the relevant calendar year;
ii. contain details for the calculation of the Fleet Sustainability Score including, for each Hafnia- owned Ship, its Vessel Sustainability Score and Vessel Weighting. If a vessel is no longer a Hafnia-owned Ship at the end of the calendar year then its associated Vessel Sustainability Score shall not be included in the Fleet Sustainability Score, in line with the Poseidon Principles calculation methodology;
iii. contain, for all of Hafnia-owned Ships, all certificates from a Recognized Organization (such as the Vessel Carbon Intensity Certificates), to confirm for each Hafnia-owned Ship whether or not it is in compliance with the SOx Cap Regulation the inputs of which shall enable the calculation of each Hafnia-owned Ship's Vessel Sustainability Score;
iv. contain the corresponding Sustainability Margin Adjustment Mechanism for the upcoming 12 months period, starting from the immediately next Quarter Date; and
v. be signed by authorized signatories of the Borrower.

2. For avoidance of doubt, the matters in paragraphs 1(i) to 1(iii) above shall be based on the full calendar year immediately preceding the calendar year during which the relevant Sustainability Compliance Certificate is issued.

3. The Borrower must promptly give written notice to the Agent of any material error in a Sustainability Compliance Certificate after becoming aware of it (including giving details as to the nature and extent of the error).

4. If there are material changes to AER Trajectory Values due to changes made by IMO or otherwise, the Borrower and the Lenders will enter into a consultation period of no longer than 60 Business Days to agree on a new Sustainability Margin Adjustment Mechanism and make any necessary changes to this Agreement. If no agreement can be reached, then the Sustainability Margin Adjustment Mechanism shall be disapplied and the Margin of 1.50% per annum shall apply.

5. Upon the disapplication of the Sustainability Margin Adjustment Mechanism, the Borrower must ensure that no further announcement, disclosure, or communication refers to the Agreement and the Facilities granted hereunder as a "Sustainability Linked Loan Facility" in any way. For the avoidance of doubt, the Borrower does not need to rectify previous publications which may have referred to the Sustainability Linked Loan Facility status which were correct at the time of publication.

B. Sustainability Margin Adjustment Mechanism

6. Sustainability Margin Adjustment Mechanism

(a) If based on the Sustainability Compliance Certificate all Hafnia-owned Ships are in compliance with SOx Cap Regulation, the Margin is subject to the following margin adjustments in the upcoming 12 months, starting from the immediately next Quarter Date:

Margin impact	2.5bps discount	NIL	2.5bps premium
Fleet Sustainability Score	Below **AER Trajectory Value for all Hafnia- owned Ships by >5.0%**	Below **AER Trajectory Value for all Hafnia- owned Ships by 0% to 5%** or Above **AER Trajectory Value for all Hafnia- owned Ships by 0% to 5%**	Above **AER Trajectory Value for all Hafnia- owned Ships by >5.0%**

(b) If based on the Sustainability Compliance Certificate not all of Hafnia- owned Ships are in compliance with SOx Cap Regulation, then the Margin is subject to the following margin adjustments in the upcoming 12 months, starting from the immediately next Quarter Date:

Margin impact	NIL	2.5bps premium
Fleet Score Sustainability	Below AER Trajectory Value for all Hafnia-owned Ships or Above AER Trajectory Value for all Hafnia-owned Ships by 0% to 5%	Above AER Trajectory Value for all Hafnia-owned Ships by>5.0%

C. Definitions

7. Terms defined in this Agreement have, unless defined differently in this Schedule, the same meaning when used in this Schedule. In addition, in this Schedule:

AER Trajectory Value: The AER trajectory value of a vessel type and size in a given year as set out in the following table, calculated based on Appendix 3 (*Calculation of decarbonization trajectories per ship type and size class*) of the Poseidon Principles Technical Guidance:

Segment	Size (DWT)	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Oil Tanker	20,000-59,999	6.7699	6.5901	6.4102	6.2304	6.0506	5.8707	5.6909	5.5110	5.3312	5.1514	4.9715
Oil Tanker	60,000-79,999	4.7719	4.6452	4.5184	4.3916	4.2649	4.1381	4.0113	3.8846	3.7578	3.6310	3.5043
Oil Tanker	80,000-119,999	3.7364	3.6371	3.5379	3.4386	3.3394	3.2401	3.1409	3.0416	2.9423	2.8431	2.7438

Average Efficiency Ratio ("AER"): shall mean with respect to a ship, its average efficiency ratio for the particular calendar year, as calculated per Section 2.1 (Selecting the right metric for measuring climate alignment) of the Poseidon Principles Technical Guidance as follows:

$$AER = \frac{\Sigma Ci}{\Sigma DWT \times Di}$$

where (a) Ci is the carbon emissions for voyage i computed using the fuel consumption and carbon factor of each type of fuel, (b) DWT is the design deadweight of the ship, and (c) Di is the distance travelled on voyage i. The AER with respect to any ship is computed for all voyages performed by the ship over the relevant calendar year.

bps shall mean basis points.

Fleet Sustainability Score: shall mean with respect to any calendar year, the weighted average of the Vessel Sustainability Score of all Hafnia-owned Ships for such calendar year, determined based on Vessel Weighting.

Hafnia-owned Ship: shall mean any ship that is ultimately owned, in whole or in part and directly or indirectly, by the Parent at the end of a calendar year and any ship that remains bareboat chartered-in by a member of the Group at the end of a calendar year.

IMO: means the International Maritime Organization.

Poseidon Principles Technical Guidance: shall mean the Poseidon Principles Technical Guidance version 3.0 dated September 2020, as published on https://www.poseidonprinciples.org/wp-content/uploads/2019/07/Poseidon_Principles.pdf.

Recognized Organization: shall mean in respect of a ship, an organization duly recognized by that ship's flag state which is an Approved Classification Society (or another organization requested by the Borrower and accepted by the Agent (acting on the instructions of the Majority Lenders)) and duly authorized to determine that ship's compliance with regulation 22A of Annex VI (IMO DCS) by way of the Vessel Carbon Intensity Certificate.

Second Party Opinion:	shall mean an opinion provided by Sustainalytics, an international provider of ESG research and services for investors and organizations, or by an independent third- party specialist of acceptable standing in the sustainable financing industry and with relevant expertise to opine on the sustainability aspects related to the Facilities and specifically the alignment of the Facilities with the Sustainability Linked Loan Principles, in form and substance acceptable to Agent (acting on the instructions of all Lenders).
SOx Cap Regulation:	shall mean the IMO regulation that the sulphur content of all fuel oils on board ships operating outside designated Emission Control Areas shall not exceed 0.50% m/m (mass by mass), in effect since 1st January 2020 and as further detailed in Annex VI.
Sustainability Compliance Certificate:	shall mean an annual certificate addressed to the Agent and signed by the Borrower via its authorized signatories, materially in form and substance set out in the appendix to this schedule.
Sustainability Linked Loan Principles:	shall mean the "Sustainability Linked Loan Principles" document as published in May 2020 by the Loan Market Association, Asia Pacific Loan Market Association and the Loan Syndications and Trading Association.
Vessel Carbon Intensity Certificate:	shall mean a certificate issued by a Recognized Organization verifying, the ship fuel oil consumption data submitted to the IMO, reported in accordance with Regulation 22A of Annex VI which forms the basis of the calculation of the AER of a ship for the relevant calendar year (for all voyages performed during such calendar year).
Vessel Sustainability Score:	shall mean the percentage difference between a ship's AER (as calculated with inputs from the Vessel Carbon Intensity Certificate) and the relevant AER Trajectory Value based on vessel type and size, for the corresponding calendar year.
Vessel Weighting:	shall mean for any ship for any calendar year, the product of (i) DWT, the design deadweight of the ship, and (ii) distance travelled on all voyages performed by the ship over the relevant calendar year. For any Hafnia-owned Ship that is not owned in whole, directly or indirectly, by the Parent, the Vessel Weighting will be further multiplied by (iii) the Parent's percentage of ownership at the end of the relevant calendar year.

Appendix

Form of Sustainability Compliance Certificate

To: Standard Chartered Bank (Hong Kong) Limited (as Agent for and on behalf of the Finance Parties)

From: Hafnia Pte. Ltd. (as Borrower)

Dated: [●]

Dear Sirs

Up to $374,080,000 Facility Agreement dated [●] 2021 (the Agreement)

1 We refer to the Agreement. This is a Sustainability Compliance Certificate for calendar year [●] (the **Relevant Year**). Terms defined in the Agreement have the same meaning when used in this Sustainability Compliance Certificate unless given a different meaning in this Sustainability Compliance Certificate.

2 We confirm that, in respect of the Relevant Year:

(i) the Fleet Sustainability Score is [●];

(ii) [all] [some but not all] Hafnia-owned Ships were in compliance with the SOx Cap Regulation;

(iii) the Hafnia-owned Ships comprised those ships set out in the attached schedule (the "**Schedule**") and each such ship's Vessel Sustainability Score and Vessel Weighting is set out in the Schedule.

3 Enclosed with this Sustainability Compliance Certificate are certificates from a Recognized Organization (such as the Vessel Carbon Intensity Certificates) for each Hafnia-owned Ship evidencing whether or not such ship is in compliance with the SOx Cap Regulation and inputs of which enable the calculation of each Hafnia-owned Ship's Vessel Sustainability Score.

4 For the 12 month period as and from the immediately next Quarter Date, the Margin applying in respect of all Loans under the Agreement should be 150 basis points per annum [minus 2.5 basis points] [plus 2.5 basis points]. For the same period commitment fee under clauses 11.1 and 11.2 of the Agreement shall be calculated based on the aforementioned [adjusted] Margin.

5 This Sustainability Compliance Certificate and any non-contractual obligations connected with it are governed by English law. Clause 47 (*Enforcement*) of the Agreement shall apply to this Sustainability Compliance Certificate, *mutatis mutandis*.

Signed by:

…….

Authorised signatory(ies) of Hafnia Pte. Ltd.

SIGNATURES

THE BORROWER

HAFNIA PTE. LTD.

/s/ Petrus Wouter Van Echtelt
By: Petrus Wouter Van Echtelt
Director

THE PARENT

HAFNIA LIMITED

/s/ Petrus Wouter Van Echtelt
By: Petrus Wouter Van Echtelt
Director

THE FACILITY CO-ORDINATOR

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Abhishek Pandey

Abhishek Pandey
Managing Director & Head Shipping Finance

THE AGENT

STANDARD CHARTERED BANK (HONG KONG) LIMITED

By: /s/ Abhishek Pandey

Abhishek Pandey
Managing Director & Head Shipping Finance

THE SECURITY AGENT

STANDARD CHARTERED BANK (HONG KONG) LIMITED

By: /s/ Abhishek Pandey

Abhishek Pandey
Managing Director & Head Shipping Finance

THE ARRANGERS

AMRO BANK N.V.

By: /s/ Sue Ann Gan

Sue Ann Gan (Attorney-in-fact)

BNP PARIBAS

By: /s/ Matthew Forrest
Matthew FORREST, Director

By: /s/ Sylvain Magne
Sylvain MAGNE, Managing Director

DBS BANK LTD

By: Leong Mai Yee, Executive Director

/s/ Leong Mai Yee

ING BANK N.V., SINGAPORE BRANCH

By: /s/ Jens Van Yperzeele

Jens Van Yperzeele

/s/ Gerbrand Vroegop

Gerbrand Vroegop
Managing Director

THE IYO BANK, LTD. SINGAPORE BRANCH

By: /s/ Takashi Sagayama

TAKASHI SAGAYAMA
General Manager

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung

Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

By: /s/ Sue Ann Gan

Sue Ann Gan (Attorney-in-fact)

By: /s/ Nahin Mustafiz

Nahin Mustafiz (Attorney-in-fact)

SOCIÉTÉ GÉNÉRALE, A PUBLIC LIMITED COMPANY INCORPORATED IN FRANCE, ACTING THROUGH ITS HONG KONG BRANCH

By: /s/ Stephen Swift

Stephen Swift
Head of Global Banking & Advisory, Asia Pacific Societe Generale
A limited liability company Incorporated in France

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Abhishek Pandey

Abhishek Pandey
Managing Director & Head Shipping Finance

UNITED OVERSEAS BANK LIMITED

By: /s/ Lim Chin Hong

Lim Chin Hong
Executive Director Corporate Banking Singapore

THE SUSTAINABILITY CO-ORDINATORS

ING BANK N.V., SINGAPORE BRANCH

By: /s/ Jens Van Yperzeele

Jens Van Yperzeele

/s/ Gerbrand Vroegop

Gerbrand Vroegop
Managing Director

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung

Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

THE LENDERS

ABN AMRO BANK N.V.

By: /s/ Sue Ann Gan

Sue Ann Gan (Attorney-in-fact)

BNP PARIBAS

By: /s/ Matthew Forrest

Matthew FORREST, Director

By: /s/ Sylvain Magne

Sylvain MAGNE, Managing Director

DBS BANK LTD

By: Leong Mai Yee, Executive Director
/s/ Leong Mai Yee

ING BANK N.V., SINGAPORE BRANCH

By: /s/ Jens Van Yperzeele

Jens Van Yperzeele

/s/ Gerbrand Vroegop

Gerbrand Vroegop
Managing Director

THE IYO BANK, LTD. SINGAPORE BRANCH

By: /s/ Takashi Sagayama

TAKASHI SAGAYAMA
General Manager

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung

Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

By:

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

By: /s/ Sue Ann Gan

Sue Ann Gan (Attorney-in-fact)

By: /s/ Nahin Mustafiz

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By: /s/ Stephen Swift

Stephen Swift
Head of Global Banking & Advisory, Asia Pacific Societe Generale
A limited liability company Incorporated in France

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Abhishek Pandey

Abhishek Pandey
Managing Director & Head Shipping Finance

UNITED OVERSEAS BANK LIMITED

By: /s/ Lim Chin Hong

Lim Chin Hong
Executive Director Corporate Banking Singapore

THE HEDGING PROVIDERS

By: /s/ Sue Ann Gan
Sue Ann Gan
(Attorney-in-fact)

BNP PARIBAS

By: /s/ Hocene Benkouiten
Hocene Benkouiten
Authorised Signatory

/s/ Chan Sau Yee
Chan Sau Yee
Authorised Signatory

DBS BANK LTD

By: Leong Mai Yee, Executive Director

/s/ Leong Mai Yee

ING BANK N.V., SINGAPORE BRANCH

By: /s/ Jens Van Yperzeele
Jens Van Yperzeele

/s/ Gerbrand Vroegop
Gerbrand Vroegop
Managing Director

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung
Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL),

By: /s/ Sue Ann Gan
Sue Ann Gan (Attorney-in-fact)

/s/ Nahin Mustafiz
Nahin Mustafiz (Attorney-in-fact)

SOCIÉTÉ GÉNÉRALE

By: /s/ Stephen Swift

Stephen Swift
Head of Global Banking & Advisory, Asia Pacific Societe Generale
A limited liability company Incorporated in France

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Mathieu Lepinay

Mathieu Lepinay
Head of Macro Structuring Public Side

UNITED OVERSEAS BANK LIMITED

By: /s/ Lim Chin Hong

Lim Chin Hong
Executive Director Corporate Banking Singapore

Exhibit 4.9

Execution version

Dated 5 June 2023

HAFNIA PTE. LTD.

as Borrower and

HAFNIA LIMITED

as Parent

and

STANDARD CHARTERED BANK (HONG KONG) LIMITED

as Agent

AMENDMENT AGREEMENT RELATING TO AN UP TO $374,080,000 SENIOR SECURED TERM LOAN AND REVOLVING CREDIT FACILITY DATED 22 MARCH 2021

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 5 June 2023 and made between:

1) **HAFNIA PTE. LTD.**, a company incorporated under the laws of Singapore, with registration number 201510759D and registered address at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the **Borrower**);

2) **HAFNIA LIMITED,** a company incorporated under the laws of Bermuda, with registration number 49023 and registered office address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda (the **Parent**); and

3) **STANDARD CHARTERED BANK (HONG KONG) LIMITED** as agent of the other Finance Parties, located at 18th Floor, Standard Chartered Tower, 388 Kwun Tong Road, Kwun Tong, Hong Kong (the **Agent**).

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement:

Effective Date has the meaning given in clause 5 (*Effective Date*).

Original Agreement means the facility agreement for a senior secured term loan and revolving credit facility of up to US$374,080,000 dated 22 March 2021 between the Borrower, the Parent, the Facility Co-ordinator, the Agent, the Security Agent, the Arrangers, the Sustainability Co-ordinators, the Lenders and the Hedging Providers.

1.2 In this Agreement unless a contrary indication appears:

(a) No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this Agreement.

(b) In accordance with the Original Agreement, each of the Borrower, the Parent and the Agent designate this Agreement a Finance Document.

(c) Terms and expressions defined in the Original Agreement shall have the same meanings when used herein, unless otherwise defined herein or the context otherwise requires.

(d) The provisions of clause 1.2 (*Construction*) in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to the Original Agreement referred to this Agreement.

1.3 The provisions of clause 45 (*Contractual recognition of bail-in*) in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to Finance Documents referred to this Agreement.

2 Amendments

With effect from the Effective Date, the Original Agreement will be amended as follows:

2.1 The following amendments shall be made in clause 1.1 (*Definitions*):

(i) a new definition of "**Amendment Agreement**" shall be inserted, in alphabetical order, as follows:

"**Amendment Agreement** means the amendment agreement dated 5 June 2023 made between the Borrower, the Parent and the Agent, amending certain terms of this Agreement."

(j) the definition of "**Break Costs"** shall be deleted in its entirety, and replaced with the following:

"**Break Costs**:

(a) means, in respect of a Term Rate Loan, the amount (if any) by which:

(i) the interest (excluding the Margin) which a Lender should have received for the period from the date of receipt of all or any part of its participation in any Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(ii) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period; and

(b) in respect of a Compounded Rate Loan, has the meaning given to the term in Schedule 9 (*Compounded Rate Terms)*."

(k) the definition of "**Business Day"** shall be deleted in its entirety, and replaced with the following:

"**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Amsterdam, Tokyo, Hong Kong, Stockholm, London and Singapore and, with respect to any payments to be made hereunder, New York and in relation to:

(i) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or

(ii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan or Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period,

which is a RFR Banking Day relating to that Loan or Unpaid Sum."

(l) a new definition of "**Central Bank Rate**" shall be inserted, in alphabetical order, as follows:

"Central Bank Rate has the meaning given to that term in the Compounded Rate Terms."

(m) a new definition of "**Central Bank Rate Adjustment**" shall be inserted, in alphabetical order, as follows:

"**Central Bank Rate Adjustment** has the meaning given to that term in the Compounded Rate Terms."

(n) a new definition of "Central Bank Rate Spread" shall be inserted, in alphabetical order, as follows:

"**Central Bank Rate Spread** has the meaning given to that term in the Compounded Rate Terms."

(o) a new definition of "**Compounded Rate Interest Payment**" shall be inserted, in alphabetical order, as follows:

"**Compounded Rate Interest Payment**" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Compounded Rate Loan."

(p) a new definition of "**Compounded Rate Loan**" shall be inserted, in alphabetical order, as follows:

"**Compounded Rate Loan** means any Loan or, if applicable, any Unpaid Sum which is, or becomes, a 'Compounded Rate Loan' pursuant to clause 8A (*Rate Switch*)."

(q) a new definition of "**Compounded Rate Supplement**" shall be inserted, in alphabetical order, as follows:

"**Compounded Rate Supplement** means a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Compounded Rate Terms; and

(c) has been made available to the Borrower and each Finance Party."

(r) a new definition of "**Compounded Rate Terms**" shall be inserted, in alphabetical order, as follows:

"Compounded Rate Terms means the terms set out in Schedule 9 (*Compounded Rate Terms) or in any Compounded Rate Supplement."*

(s) a new definition of "**Compounded Reference Rate**" shall be inserted, in alphabetical order, as follows:

"Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

(a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and

(b) the applicable Credit Adjustment Spread."

(t) a new definition of "**Compounding Methodology Supplement**" shall be inserted, in alphabetical order, as follows:

"Compounding Methodology Supplement means, in relation to the Daily Non- Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to the Borrower and each Finance Party."

(u) a new definition of "**Credit Adjustment Spread**" shall be inserted, in alphabetical order, as follows:

"Credit Adjustment Spread means, in respect of any Compounded Rate Loan, any rate which is either:

(a) specified as such in the Compounded Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology specified in the Compounded Rate Terms."

(v) a new definition of "**Cumulative Compounded RFR Rate**" shall be inserted, in alphabetical order, as follows:

"Cumulative Compounded RFR Rate means, in relation to an Interest Period for a Compounded Rate Loan the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 11 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement."

(w) a new definition of "**Daily Non-Cumulative Compounded RFR Rate**" shall be inserted, in alphabetical order, as follows:

"**Daily Non-Cumulative Compounded RFR Rate** means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement."

(x) a new definition of "**Daily Rate**" shall be inserted, in alphabetical order, as follows:

"Daily Rate means the rate specified as such in the Compounded Rate Terms."

(y) the definition of "**Finance Documents"** shall be amended by inserting the following words at the end of the definition before the words "and any other document designated as such by the Agent and the Borrower":

", the Amendment Agreement, any Compounded Rate Supplement, any Compounding Methodology Supplement"

(z) a new definition of "**Lookback Period**" shall be inserted, in alphabetical order, as follows:

"Lookback Period means the number of days specified as such in the Compounded Rate Terms."

(aa) a new definition of "**Market Disruption Rate**" shall be inserted, in alphabetical order, as follows:

"**Market Disruption Rate** means the rate (if any) specified as such in the Compounded Rate Terms."

(bb) the definition of "Quotation Day" shall be deleted and amended as follows:

"**Quotation Day** means in relation to a Term Rate Loan, (a) in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Agent in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days) and (b) in relation to any Interest Period the duration of which is selected by the Agent pursuant to clause 8.3 (*Default interest*), such date as may be determined by the Agent (acting reasonably)."

(cc) a new definition of "**Quoted Tenor**" shall be inserted, in alphabetical order, as follows:

"**Quoted Tenor** means, in relation to the Screen Rate, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service."

(dd) a new definition of "**Rate Switch Date**" shall be inserted, in alphabetical order, as follows:

"Rate Switch Date means 1 July 2023."

(ee) a new definition of "**Relevant Market**" shall be inserted, in alphabetical order, as follows:

"Relevant Market means, prior to the Rate Switch Date (or as the context may require, in relation to a Term Rate Loan) the Interbank Market and on or after the Rate Switch Date (or as the context may require in relation to a Compounded Rate Loan), the market specified as such in the Compounded Rate Terms."

(ff) a new definition of "**Reporting Day**" shall be inserted, in alphabetical order, as follows:

"Reporting Day means the day (if any) specified as such in the Compounded Rate Terms."

(gg) a new definition of "**Reporting Time**" shall be inserted, in alphabetical order, as follows:

"Reporting Time means the relevant time (if any) specified as such in the Compounded Rate Terms."

(hh) a new definition of "**RFR**" shall be inserted, in alphabetical order, as follows:

"**RFR** has the meaning given to it in Schedule 9 (*Compounded Rate Terms)."*

(ii) a new definition of "**RFR Banking Day**" shall be inserted, in alphabetical order, as follows:

"RFR Banking Day has the meaning given to it in Schedule 9 (*Compounded Rate Terms)."*

(jj) the reference of "Her Majesty's Treasury" in the definition of "Sanctions Authority" be deleted and replaced with "His Majesty's Treasury";

(kk) the definition of "**Screen Rate**" shall be deleted in its entirety and replaced with the following:

"**Screen Rate** means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate)."

(ll) a new definition of "**Term Rate Loan**" shall be inserted, in alphabetical order, as follows:

"**Term Rate Loan**" means any Loan, or, if applicable, Unpaid Sum which is not a Compounded Rate Loan."

2.2 Clause 1.2(s) *(Construction)* shall be deleted in its entirety and replaced with the following:

"**month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) other than where paragraph (ii) below applies:

(A) (subject to paragraph (C) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);

(B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(C) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(ii) in relation to an Interest Period for a Compounded Rate Loan (or any other period for the accrual of commission or fees) or a period at the end of which a Repayment Date falls, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Compounded Rate Terms.

The above rules will only apply to the last month of any period."

2.3 The following sub-clauses will be added to clause 1.2 (*Construction*):

"(ff) a Lender's "**cost of funds**" in relation to its participation in a Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Loan for a period equal in length to the Interest Period of that Loan;"

2.4 The following sub-clauses will be added to clause 1.2 (*Construction*):

"(gg) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrower.

(hh) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(ii) Any Compounded Rate Supplement overrides anything in:

(i) Schedule 9 (*Compounded Rate Terms*); or

(ii) any earlier Compounded Rate Supplement.

(jj) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 11 (*Cumulative Compounded RFR Rate*), as the case may be; or

(ii) any earlier Compounding Methodology Supplement."

2.5 Clause 5.13 (*Lender's participation*) shall be deleted in its entirety and replaced with the following:

"The Agent shall promptly notify each Lender of the amount of each Loan and the amount of its participation in each Loan and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 (*Payments to the Agent*), in each case by 11:00 a.m. (Singapore time) on the Business Day following the date of the Utilisation Request."

2.6 Clause 7.6 (*Voluntary prepayment*) shall be deleted in its entirety and replaced with the following:

"Voluntary prepayment

7.6 The Borrower may, if it gives the Agent not less than:

(a) in the case of a Term Rate Loan, five (5) Business Days' prior written notice; or

(b) in the case of a Compounded Rate Loan, five (5) RFR Banking Days' prior written notice,

prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs (if any)). No penalty shall be applied to any voluntary prepayment under this clause provided that, in respect of the Compounded Rate Loans, the number of prepayments in any calendar year shall be limited to no more than five (5) times per calendar year. A prepayment fee of $5,000 shall be paid to the Agent for each additional voluntary prepayment that is not prepaid on the last day of an Interest Period for the Loans (being the sixth (6th) and any subsequent voluntary prepayments) in any calendar year. The Borrower may in its discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*)."

2.7 Clause 7.22 (*Restrictions*) shall be deleted in its entirety and replaced with the following:

"7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs and Clause 7.6 (*Voluntary prepayment*), without premium or penalty."

2.8 A new clause 8A (*Rate Switch*) shall be inserted before clause 8 (*Interest)* as follows:

"8A Rate Switch

Switch to Compounded Reference Rate

8A.1 Subject to clause 8A.2 (*Delayed switch for existing Term Rate Loans*), on and from the Rate Switch Date:

(a) use of the Compounded Reference Rate will replace the Screen Rate for the calculation of interest for each Loan; and

(b) any Loan or any Unpaid Sum will be a **Compounded Rate Loan** and clause 8.1B (*Calculation of interest – Compounded Rate Loans*) will apply to each such Loan or Unpaid Sum.

Delayed switch for existing Term Rate Loans

8A.2 If the Rate Switch Date falls before the last day of an Interest Period for a Term Rate Loan:

(a) that Loan shall continue to be a Term Rate Loan for that Interest Period and clause 8.1A (*Calculation of interest – Term Rate Loan*) shall continue to apply to that Loan for that Interest Period;

(b) any provision of this Agreement which is expressed to relate to dollars where the Rate Switch Date has occurred shall not apply in relation to that Loan for that Interest Period; and

(c) on and from the first day of the next Interest Period (if any) for that Loan:

(i) that Loan shall be a "Compounded Rate Loan"; and

(ii) clause 8.1B (*Calculation of interest – Compounded Rate Loan*) shall apply to that Loan.

For the avoidance of doubt, it is hereby accepted and agreed that insofar as the Rate Switch Date is 1 July 2023, that the Term Loan shall be a Term Rate Loan for its' Interest Period beginning on 30 June 2023 and that the Term Loan shall become a Compounded Rate Loan on and from the first day of its' Interest Period beginning on 29 September 2023."

2.9 Clause 8 (*Interest*) shall be deleted in its entirety and replaced with the following:

"8 Interest

Calculation of interest – Term Rate Loan

8.1A The rate of interest on each Term Rate Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

8.1B Calculation of interest – Compounded Rate Loan

(a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day.

(b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

8.2 Payment of interest

The Borrower shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

(b) on the Term Loan,

on the last day of each Interest Period.

8.3 Default interest

8.3.1 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.3.2 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligor on demand by the Agent.

8.3.2 If any overdue amount consists of all or part of a Term Rate Loan which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.3.3 Default interest payable (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notification of rates of interest

8.4.1 The Agent will promptly notify the Lenders and the Borrower of the determination of a rate of interest relating to a Term Rate Loan.

8.4.2 The Agent shall promptly upon a Compounded Rate Interest Payment being determinable relating to a Compounded Rate Loan notify:

(a) the Borrower of that Compounded Rate Interest Payment;

(b) each relevant Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Loan; and

(c) the relevant Lenders and the Borrower of:

(i) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(ii) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the Compounded Rate Loan.

This clause 8.4.2 shall not apply to any Compounded Rate Interest Payment determined pursuant to clause 10.4 (*Cost of funds*).

8.4.3 The Agent shall as soon as practicable notify the Borrower of each Funding Rate relating to a Loan.

8.4.5 The Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest relating to a Loan to which clause 10.4 (*Cost of funds*) applies.

8.4.6 This clause shall not require the Agent to make any notification to any Party on a day which is not a Business Day."

2.10 Clause 9.10 (*Non-Business Days*) shall be deleted in its entirety and replaced with the following:

"9.10 Non-Business Days

(a) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

(b) In respect of a Compounded Rate Loan, any rules specified as **Business Day Conventions** in Schedule 9 (*Compounded Rate Terms)* shall apply to each Interest Period for that Compounded Rate Loan or Unpaid Sum."

2.11 The title of clause 10.1 shall be amended so that it reads: "*Unavailability of Screen Rate prior to Rate Switch Date".*

2.12 A new clause 10.2A (*Interest calculation if no RFR or Central Bank Rate*) shall be included as follows:

"**Interest calculation if no RFR or Central Bank Rate**

10.2A If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and

(b) "***Cost of funds will apply as a fallback***" is specified in respect of that Loan in the Compounded Rate Terms for that Loan,

Clause 10.4 (*Cost of funds*) shall apply to that Loan for that Interest Period."

2.13 The title of clause 10.2 shall be amended so that it reads: "*Calculation of Reference Bank Rate prior to Rate Switch Date*".

2.14 Clause 10.3 (*Market Disruption)* shall be deleted in its entirety and replaced with the following:

"**10.3 Market disruption**

(a) In the case of a Term Rate Loan, if at or about noon (London time) on the next Business Day after the Quotation Day for an Interest Period the Agent receives notifications from a Lender or Lenders (whose participations in a Term Rate Loan exceed fifty per cent. (50%) of that Term Rate Loan) that the cost to it of funding its participation in that Term Rate Loan or relevant part of it from the wholesale market for dollars would be in excess of LIBOR then clause 10.4 *(Cost of funds)* shall apply to that Term Rate Loan or relevant part of it for the relevant Interest Period.

(b) In the case of a Compounded Rate Loan, if:

(i) a Market Disruption Rate is specified in the Compounded Rate Terms; and

(ii) before the Reporting Time, the Agent receives notifications from a Lender or Lenders (whose participations in a Compounded Rate Loan exceed fifty per cent. (50%) of that Compounded Rate Loan) that the cost to it of funding its participation in that Compounded Rate Loan or relevant part of it from the wholesale market for dollars would be in excess of the Market Disruption Rate,

then clause 10.4 *(Cost of funds)* shall apply to that Compounded Rate Loan for the relevant Interest Period."

2.15 Paragraph (a) of clause 10.4 (*Cost of Funds*) shall be deleted in its entirety and replaced with the following:

"(a) If this clause 10.4 (*Cost of funds*) applies, neither clause 8.1A (*Calculation of interest – Term Rate Loan*) nor clause 8.1B (*Calculation of interest – Compounded Rate Loan*) shall apply to that Loan for that Interest Period and the rate of interest on each Lender's share of the relevant Loan or relevant part of it for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event:

(A) in relation to a Term Rate Loan before the close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten (10) Business Days before the date on which interest is due to be paid in respect of that Interest Period); or

(B) in relation to a Compounded Rate Loan, by the Reporting Time,

to be that which expresses as a percentage rate per annum its costs of funds relating to that Loan."

2.16 Paragraph (d) of clause 10.4 (*Cost of Funds*) shall be deleted in its entirety and replaced with the following:

"(d) If this clause 10.4 (*Cost of funds*) applies pursuant to clause 10.3 (*Market disruption*) and:

(i) in relation to a Term Rate Loan:

(A) a Lender's Funding Rate is less than LIBOR; or

(B) a Lender does not supply a quotation by the time specified in paragraph (a)(ii) above,

the cost to that Lender of funding its participation in the Loan or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be LIBOR.

(ii) In relation to a Compounded Rate Loan:

(A) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or

(B) a Lender does not supply a quotation by the relevant Reporting Time,

the cost to that Lender of funding its participation in the Loan or relevant part of it for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate."

2.17 Clause 10.6 (*Break Costs*) shall be deleted in its entirety and replaced with the following:

"**10.6 Break Costs**

(a) Subject to paragraph (b) below, the Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day prior to the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

(b) Paragraph (a) above shall apply in respect of a Compounded Rate Loan if an amount is specified as Break Costs in Schedule 9 (*Compounded Rate Terms)*.

(c) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue."

2.18 Clause 16.2 (*Amendment costs*) shall be deleted in its entirety and replaced with the following:

"16.2 If an Obligor requests an amendment, waiver or consent or an amendment is required pursuant to clause 35.19 (*Change of currency*) or any amendment or waiver is contemplated or agreed pursuant to clause 41.5 *(Changes to reference rates)*, the Borrower shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement."

2.19 The reference to "Interbank Market" shall be amended to refer to "Relevant Market" in Clause 35.19 *(Change of currency)*.

2.20 Clause 38.3 (*Day count convention*) shall be deleted in its entirety and replaced with the following:

"38.3 Day count convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and

(ii) subject to paragraph (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places."

2.21 Clause 41.5 (*Replacement of Screen Rate*) shall be deleted in its entirety and replaced with Clause 41.5 *(Changes to reference rates)* as follows:

"**41.5 Changes to reference rates**

(a) Subject to clauses 41.6 to 41.8 (*Other exceptions*), if a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the RFR on a compounded basis in the international or any relevant loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(c) If any Lender fails to respond to a request for an amendment or waiver described in clause 41.5(a) or 41.5(b) within ten Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this clause 41.5:

"**Published Rate**" means:

(a) an RFR; or

(b) the Screen Rate for any Quoted Tenor.

"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;

(b)

(i)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

(iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;

(v) in the case of the Screen Rate for any Quoted Tenor, the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

(A) stating that that Screen Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period which is specified as the "RFR Contingency Period" in the Compounded Rate Terms relating to that Published Rate; or

(d) in the opinion of the Majority Lenders and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant loan markets as the appropriate successor to a Published Rate; or

(c) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to a Published Rate.

2.22 The references to “Clause 38.3 (*Day count convention*)” shall be amended to refer to “Clause 38.3 (*Day count convention and interest calculation*)”.

2.23 the reference to “clause 8.7 (*Notification of rates of interest*)” in clause 43.1(b)(i) shall be deleted and replaced with “clause 8.4 (*Notification of rates of interest*)”.

2.24 A new Schedule 9 (*Compounded Rate Terms*) shall be inserted as follows:

"Schedule 9

Compounded Rate Terms

CURRENCY:	Dollars.
Cost of funds as a fallback	
Cost of funds will apply as a fallback.	
Definitions	
Break Costs:	None specified.
Business Day Conventions (definition of "month" and Clause 9.10 (*Non- Business Days*)):	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
Central Bank Rate:	(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or (b) if that target is not a single figure, the arithmetic mean of: (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment: means in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the twenty per cent (20%) trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread: means, in relation to any relevant RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) of:

(a) the RFR for that relevant RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Credit Adjustment Spread: 0.24 per cent per annum

Daily Rate: The "**Daily Rate**" for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five (5) RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to five (5) decimal places and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period:	Five RFR Banking Days.
Market Disruption Rate:	The percentage rate per annum which is the aggregate of: (a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Compounded Rate Loan; and (b) the applicable Credit Adjustment Spread.
Relevant Market:	The market for overnight cash borrowing collateralised by US Government securities.
Reporting Day:	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.
RFR:	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
RFR Banking Day:	Any day other than: (a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
RFR Contingency Period:	30 days
Reporting Times	
Deadline for the Lenders to report market disruption in accordance with Clause 10.3 (*Market disruption*)	Close of business in Singapore on the date falling one Business Day after the Reporting Day for the relevant Loan.
Deadline for the Lenders to report their cost of funds in accordance with Clause 10.4 (*Cost of funds*)	Close of business on the date falling three (3) Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling three (3) Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan)."

2.25 A new Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) to be inserted as follows:

"Schedule 10

Daily Non-Cumulative Compounded RFR Rate

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "**i**" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"**UCCDRi**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

"**UCCDRi-1**" means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**ni**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tni**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five (5) decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{tn_i}$$

where:

"**d0**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRatei-LP**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tni**" has the meaning given to that term above.

2.26 A new Schedule 11 (*Cumulative Compounded RFR Rate*) to be inserted as follows:

"Schedule 11

Cumulative Compounded RFR Rate

The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Schedule 10 (*Daily Non- Cumulative Compounded RFR Rate*)) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

where:

"**d0**" means the number of RFR Banking Days during the Interest Period;

"**i**" means a series of whole numbers from one to d**0**, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"**DailyRatei-LP**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"**d**" means the number of calendar days during that Interest Period.

3 Consent to amendments

The Majority Lenders have consented to the Borrower's request to make changes to the terms of the Original Agreement and the Hedging Contracts relating to the benchmark of LIBOR, to be replaced by a successor rate which meets regulatory requirements in anticipation of the discontinuation of the publication of LIBOR. With effect from the Effective Date, the Original Agreement will be amended as set out in Clause 2.

4 Continuing obligations

The provisions of the Original Agreement will, except as amended by this Agreement, continue in full force and effect.

5 Effective date

5.1 The amendments to be made to the Original Agreement by this Agreement will take effect on and from the date on which the Agent notifies the Borrower and the Finance Parties in writing that the Agent has received the following documents in form and substance satisfactory to it and no later than 1 July 2023 (**Effective Date**):

(a) A copy of the Constitutional Documents of the Borrower and the Parent (or alternatively a confirmation from each of them that the Constitutional Documents last provided to the Agent remains correct, complete and in full force and effect).

(b) A copy of the resolutions of the board of directors of the Borrower and the Parent (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;

(ii) authorising a specified person or persons to execute this Agreement; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement,

(or alternatively a confirmation from each of them that the resolutions of the board of directors last provided to the Agent remains correct, complete and in full force and effect).

(c) A copy of the specimen signatures of each person authorised by the resolutions referred to in paragraph (b) above in relation to this Agreement and any related documents (or alternatively a confirmation from each of them that the specimen signatures last provided to the Agent remains correct, complete and in full force and effect).

(d) A copy of any power of attorney under which any person is to execute this Agreement on behalf of the Borrower and the Parent (or alternatively a confirmation from each of them that the power of attorney last provided to the Agent remains correct, complete and in full force and effect).

(e) This Agreement duly executed by the Borrower and the Parent.

(f) Evidence that any fees, commissions, costs and expenses that are due from the Borrower have been paid or will be paid by the Effective Date.

(g) Issuance of a legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent.

6 Confirmations

6.1 Each of the Borrower and the Parent (by their acknowledgement of this Agreement):

(a) confirms its acceptance of the Original Agreement as amended by this Agreement;

(b) agrees that it is bound (to the extent it was bound by the Original Agreement as amended by this Agreement) by the Original Agreement as amended by this Agreement; and

(c) confirm and agree that their obligations and liabilities under each of the Finance Documents to which they are a party shall remain and continue in full force and effect notwithstanding the amendments to the Original Agreement contained in this Agreement (and any related amendments to the Hedging Contracts) and that the Security Documents remain effective to secure the Original Agreement as amended by this Agreement (and any related amendments to the Hedging Contracts).

6.2 On the date of this Agreement, each of the Borrower and the Parent (by their acknowledgement of this Agreement) represent to the Agent that:

(a) this Agreement is, and following the Effective Date the Original Agreement as amended by this Agreement will be, its legally binding, valid and enforceable obligations;

(b) it has the power to enter into this Agreement and to perform this Agreement, the Original Agreement as amended by this Agreement and any related amendments to the Hedging Contracts; and

(c) it has taken all necessary action to authorise its entry into, performance and delivery of this Agreement, the Original Agreement as amended by this Agreement and any related amendments to the Hedging Contracts.

7 Fees and expenses

The Borrower shall within six (6) Business Days of demand by the Agent, pay to the Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and other consultants and advisers) reasonably incurred by the Agent in connection with the negotiation, preparation and execution of this Agreement and any other documents related to this Agreement.

8 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

9 Enforcement

Clause 47 (*Enforcement*) of the Original Agreement shall apply to this Agreement, *mutatis mutandis*.

10 Miscellaneous

10.1 References in the Original Agreement to “this Agreement” and references in the other Finance Documents to “the Facility Agreement” shall, with effect from the date hereof be references to the Original Agreement as amended by this Agreement and words such as “herein”, “hereof”, “hereafter”, “hereby” and “hereto”, where they appear in the Original Agreement or Finance Document (as applicable), shall be construed accordingly.

10.2 Save as may be amended or varied hereby, the terms of the Original Agreement and the other Finance Documents shall remain unaltered and in full force and effect and shall be read and construed as the same may have been amended by this Agreement.

10.3 This Agreement may be executed in counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNATURES

BORROWER

SIGNED by	)
	)
for and on behalf of	) /s/ Petrus Wouter Van Echtelt Petrus Wouter Van Echtelt
HAFNIA PTE. LTD.	)

PARENT

SIGNED by	)
	)
for and on behalf of	) /s/ Petrus Wouter Van Echtelt Petrus Wouter Van Echtelt
HAFNIA LIMITED	)

We hereby confirm and agree that notwithstanding the changes to the Original Agreement contemplated by this Agreement our obligations and liabilities under the Finance Documents to which we are a party remain and shall continue in full force and effect and that any Security Interest or guarantees constituted by such Finance Documents will not be affected, discharged or varied in any way by the changes to the Original Agreement contemplated by this Agreement.

AGENT

For and on behalf of **STANDARD CHARTERED BANK (HONG KONG) LIMITED** (as Agent)

By: /s/ Lam Tze Kit
Lam Tze Kit
Director
Signing No: HK9592

Exhibit 4.10

Private & Confidential

Execution version

Dated **30 August 2023**

HAFNIA PTE. LTD. as Borrower

guaranteed by HAFNIA LIMITED

with

BNP PARIBAS as Facility Co-ordinator

NORDEA DANMARK, FILIAL AF NORDEA BANK ABP, FINLAND as Agent

NORDEA BANK ABP, FILIAL I NORGE as Security Agent

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as mandated lead arrangers

DBS BANK LTD. as Sustainability Co-ordinator

DBS BANK LTD. as Sustainability Agent

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as Lenders

and

THE BANKS, FINANCIAL INSTITUTIONS AND OTHER ENTITIES LISTED HEREIN

as Hedging Providers

FACILITY AGREEMENT
Up to $303,118,750 senior secured revolving credit facility

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 30 August 2023 and made between:

(A) **HAFNIA PTE. LTD.** as borrower (the **Borrower**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **BNP PARIBAS** as facility co-ordinator (the **Facility Co-ordinator**);

(D) **NORDEA DANMARK, FILIAL AF NORDEA BANK ABP, FINLAND** as agent of the other Finance Parties (the **Agent**);

(E) **NORDEA BANK ABP, FILIAL I NORGE** as security agent of the Finance Parties (the **Security Agent**);

(F) **DBS BANK LTD.** as sustainability co-ordinator (the **Sustainability Co-ordinator**);

(G) **DBS BANK LTD.** as sustainability agent (the **Sustainability Agent**);

(H) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 (*The original parties*) as original lenders (the **Original Lenders**);

(I) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 (*The original parties*) as mandated lead arrangers (whether acting individually or together the **Arrangers**); and

(J) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 (*The original parties*) as hedging providers (the **Hedging Providers**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrower.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as such under the Finance Documents.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order), Terrorism (Suppression of Financing) Act 2002 of Singapore or any similar laws enacted in or by the United States, the European Union, Singapore or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Clarksons Valuations, Drewry Maritime Advisors, Braemar Seascope Limited, Maersk Broker and Arrow Sale & Purchase (UK) Limited and such other independent reputable brokers nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) acting reasonably and promptly.

Approved Classification Society means a member of the International Association of Classification Societies such as DNV GL, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) and, in relation to each Ship on the date of this Agreement, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man, United Kingdom, Malta, Denmark (DIS) or such other jurisdiction as may be requested by the Borrower and approved in writing by the Agent (acting on the instructions of all Lenders with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pte. Ltd., Hafnia Middle East DMCC and Hafnia Pools Pte. Ltd. (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR, handy, chemical MR or chemical or handy tankers as commercial managers; and

(b) Hafnia Pools Pte. Ltd., BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Copenhagen A/S, Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., Thome Croatia d.o.o. and MMS Co., Ltd. Singapore Branch, OSM Ship Management AS, TB Marine Shipmanagement Gmbh Co., KG and Suntech Ship Management Pte Ltd as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders, such approval not to be unreasonably withheld) as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Asset Cover is as defined in clause 7.17 (*Sale*).

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrower.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

Basel II Accord means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means any amount specified as such in the Compounded Rate Terms.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Copenhagen, Oslo, Singapore and, with respect to (i) any payments to be made hereunder, or (ii) the determination of the first day or the last day of an Interest Period for a Revolving Credit Facility Loan or Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period, New York which is a RFR Banking Day relating to that Revolving Credit Facility Loan or Unpaid Sum.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX Bermuda.

Central Bank Rate has the meaning given to that term in the Compounded Rate Terms.

Central Bank Rate Adjustment has the meaning given to that term in the Compounded Rate Terms.

Central Bank Rate Spread has the meaning given to that term in the Compounded Rate Terms.

Change of Control Event means that:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3 (*Conditions precedent*), Part 2, paragraph 7(b) and Schedule 3 (*Conditions precedent*), Part 4, paragraph 7(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Code means the US Internal Revenue Code of 1986.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*) or otherwise approved.

Compounded Rate Interest Payment means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Revolving Credit Facility Loan.

Compounded Rate Supplement means a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Compounded Rate Terms; and

(c) has been made available to the Borrower and each Finance Party.

Compounded Rate Terms means the terms set out in Schedule 9 (*Compounded Rate Terms*) or in any Compounded Rate Supplement.

Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Revolving Credit Facility Loan, the percentage rate per annum which is the Daily Non- Cumulative Compounded RFR Rate for that RFR Banking Day.

Compounding Methodology Supplement means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to the Borrower and each Finance Party.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Revolving Credit Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Revolving Credit Facility from either:

(a) any member of the Group or any of its advisers;

(b) any shareholders of the Parent; or

(c) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(a) information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 42 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a), (b) or (c) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(b) any Funding Rate.

Confidentiality Undertaking means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Agent.

Confirmation shall have, in relation to any Hedging Transaction, the meaning given to it in the relevant Hedging Master Agreement.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Cumulative Compounded RFR Rate means, in relation to an Interest Period for a Revolving Credit Facility Loan the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 11 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Non-Cumulative Compounded RFR Rate means, in relation to any RFR Banking Day during an Interest Period for a Revolving Credit Facility Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 10 (*Daily Non- Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Rate means the rate specified as such in the Compounded Rate Terms.

Deed of Covenant means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is in account current form, a first deed of covenant in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the Owner in favour of the Security Agent in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 28 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Deferred Ships means Ships 10 to 15 in Schedule 2 (*Ship information*).

Disposal Repayment Date (Total Loss) means, in relation to a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date.

Disposal Repayment Date (Sale) means, in relation to a sale of a Mortgaged Ship by the Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person:

(a) subject to paragraph (b) below, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, pool income, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment; and

(b) where a Ship is engaged and operates under any Pool Agreement, the pool distributions payable or to become payable to the Borrower or any bareboat charterer in relation to that Ship in accordance with the Pool Agreement.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Effective Date means the date upon which the Agent has received (or on the instructions of the Majority Lenders, waived receipt of) the documents and evidence set forth in Part 2 of Schedule 3 (*Conditions precedent to the Effective Date*), in form and substance satisfactory to it, as may be evidenced by the Agent's issuance of a certificate to the Borrower and the Lenders confirming the same (for the avoidance of doubt, such certificate shall be immediately issued by the Agent upon such satisfaction and the same shall not be a condition to the occurrence of such date).

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*).

Facility Office means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement; and

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Revolving Credit Facility Commitments have reduced to zero and all indebtedness of the Borrower under the Finance Documents has been fully paid and discharged.

Fair Market Value means, in respect of any Ship, the mean average of the valuations, determined in accordance with clause 25 (*Minimum security value*) or, for the purposes of clause 5.5, as required under clause 4 (*Conditions of Utilisation*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "pass thru payment" described in section 1471(d)(7) of the Code not falling within (a) above, the first date from which a payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means any letter between the Arrangers or the Lenders or the Facility Co-ordinator or the Sustainability Co-ordinator and the Borrower or the Agent or the Sustainability Agent or the Security Agent and the Borrower setting out any of the fees referred to in clause 11 (*Fees*).

Final Reduction Date subject to clauses 35.12 and 35.13 (*Business Days*), the date falling 66 months after the Effective Date.

Finance Documents means this Agreement, any Fee Letter, the Security Documents, the Hedging Contracts, any Hedging Master Agreement, any Transfer Certificate, any Compounded Rate Supplement, any Compounding Methodology Supplement and any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, the Sustainability Agent, the Security Agent, any Arranger, any Hedging Provider or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(i) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

First Reduction Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, the Quarter Date occurring after the Effective Date (provided that if the period commencing on the first Utilisation Date and ending on such Quarter Date is less than 45 days, the First Reduction Date shall be the second Quarter Date after the first Utilisation Date).

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Lenders (such approval not to be unreasonably withheld or delayed) or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to clause 10.3(*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

General Assignment means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is not in account current form, a first general assignment in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the Borrower in favour of the Security Agent in the agreed form.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrower and the Owner) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

Hedging Contract means any Hedging Transaction in connection with the Revolving Credit Facility between the Borrower and any Hedging Provider pursuant to any Hedging Master Agreement and includes the Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means all of them.

Hedging Master Agreements means the agreements made or (as the context may require) to be made between the Borrower and a Hedging Provider each comprising a 2002 ISDA Master Agreement and Schedule thereto in the agreed form and **Hedging Master Agreement** means any of them.

Hedging Providers mean the banks, financial institutions and other entities listed in Schedule 1 (*The original parties*) as hedging providers.

Hedging Transaction has, in relation to any Hedging Master Agreement, the meaning given to the term "**Transaction**" in that Hedging Master Agreement.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Initial Ships means Ships 1 to 9 in Schedule 2 (*Ship information*).

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or General Assignment or in another approved form.

Insurance Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Security Agent in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the Owner or the joint names of the Owner and any other person in respect of or in connection with such Ship and/or the Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interest Period means, in relation to a Revolving Credit Facility Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.4 to 8.5 (*Default interest*).

Last Availability Date means in relation to the Revolving Credit Facility, the date falling three (3) months prior to the Final Reduction Date.

Legal Opinion means any legal opinion delivered to the Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the Original Lenders; and

(b) any lender which has become a Party as a lender in accordance with clause 29 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement, and **Lenders** means all of them.

Loan Period means the period from the date of this Agreement to and including the date on which the Total Revolving Credit Facility Commitments have reduced to zero and all indebtedness of the Borrower under the Finance Documents (excluding the Hedging Contracts) to which it is a party has been fully paid and discharged.

Lookback Period means the number of days specified as such in the Compounded Rate Terms.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or General Assignment or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Majority Lenders means:

(a) if no Revolving Credit Facility Loans are then outstanding, a Lender or Lenders whose Revolving Credit Facility Commitments aggregate more than 66⅔% of the Total Revolving Credit Facility Commitments (or, if the Total Revolving Credit Facility Commitments have been reduced to zero, aggregated more than 66⅔% of the Total Revolving Credit Facility Commitments immediately prior to the reduction); or

(b) at any other time, a Lender or Lenders whose participations in the Revolving Credit Facility Loans aggregate more than 66⅔% of the aggregate Revolving Credit Facility Loans.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means:

(a) 1.50% per annum, at all times when utilisation of the Revolving Credit Facility is less than or equal to 50% of the Total Revolving Credit Facility Commitments; or

(b) 1.55% per annum, at all times when utilisation of the Revolving Credit Facility is more than 50% of the Total Revolving Credit Facility Commitments,

in each case, subject to the Sustainability Margin Adjustment Mechanism set out in Schedule 8 (*Sustainability Principles*).

Market Disruption Rate means the rate (if any) specified as such in the Compounded Rate Terms.

Material Adverse Effect means a material adverse effect on:

(a) the financial condition, business, operations of the Obligors taken as a whole;

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Minimum Value means, at any time, the amount in dollars which is at that time equal to one hundred and twenty five per cent (125%) of X where X equals:

the aggregate of the Revolving Credit Facility Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility minus:

(a) the amount of the mandatory prepayment applied or to be applied under clauses 7.18 to 7.19 (*Total Loss*) as a result of any Mortgaged Ship which has become a Total Loss but whose Disposal Repayment Date (Total Loss) has not then occurred; and

(b) in the context of clause 25.12 (*Security shortfall*) only, the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Minimum Value Relating to Sale is as defined in clause 7.17 (*Sale*).

Mortgage means, in relation to a Ship or a Substitute Ship, a first mortgage of such Ship or Substitute Ship in the agreed form by the Owner in favour of the Security Agent.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship or Substitute Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship or Substitute Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 29 (*Changes to the Lenders*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*); and

(b) if applicable, any Insurance Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means the Borrower, the Parent and the Owner (and any other person specified as an 'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent for its financial year ended 2022; and

(b) the audited consolidated financial statements of the Borrower for its financial year ended 2022.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Shipowner Guarantees from the Owner;

(b) the Mortgages over each of the Ships;

(c) the Deeds of Covenant in relation to the relevant Ships; and

(d) the General Assignments in relation to the relevant Ships.

Owner means, as at the date of this Agreement, Hafnia Chem Shipholding Pte. Ltd. a private limited company incorporated in Singapore with UEN no. 202313762G and registered office at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438 or any Substitute Owner.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Revolving Credit Facility (or otherwise in order for the transactions contemplated by the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements) to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems- related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements); or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements),

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Perfection Requirements means the making or procuring of filings, stampings, registrations, notarisations, endorsements, acknowledgement, translations and/or notifications of any Finance Document (and/or any Security Interest created under it) necessary for the validity, enforceability (as against the relevant Obligor or any relevant third party) and/or perfection of that Finance Document.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (*Repairer's Lien*);

(b) any lien on the Ship for master's, officer's or crew's wages and master's disbursements outstanding in the ordinary course of its trading;

(c) any lien on the Ship for salvage; and

(d) any other lien arising by operation of law,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien; or

(c) is approved by the Majority Lenders.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Pool Agreement means a pooling arrangement pursuant to a pool management agreement or similar agreement.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Reduction Date means, subject to clauses 35.12 and 35.13 (*Business Days)*:

(a) the First Reduction Date;

(b) each of the Quarter Dates after the First Reduction Date up to but not including the Final Reduction Date; and

(c) the Final Reduction Date.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Release Commitment Date shall have the meaning given to that term in clause 4.3.

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Market means the market specified as such in the Compounded Rate Terms.

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.32, 18.36 to 18.37, 18.40, 18.42 (a) and (b) and 18.44.

Reporting Day means the day (if any) specified as such in the Compounded Rate Terms.

Reporting Time means the relevant time (if any) specified as such in the Compounded Rate Terms.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that any Finance Party would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Revolving Credit Facility means the revolving credit facility made available by the Lenders under this Agreement as described in clause 2 (*The Revolving Credit Facility*).

Revolving Credit Facility Commitment means:

(a) in relation to an Original Lender, the amount set out under its name under the heading “Revolving Credit Facility Commitment” in Schedule 1 (*The original parties*) and the amount of any other Revolving Credit Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Lender, the amount of any Revolving Credit Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Revolving Credit Facility Loan means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan.

RFR has the meaning given to it in Schedule 9 (*Compounded Rate Terms*).

RFR Banking Day has the meaning given to it in Schedule 9 (*Compounded Rate Terms*).

Rollover Loan means a Revolving Credit Facility Loan:

(a) made or to be made on the same day that a maturing Revolving Credit Facility Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Facility Loan; and

(c) made or to be made for the purpose of refinancing the maturing Revolving Credit Facility Loan.

Sanctions means, to Obligors and/or any Relevant Person and/or Finance Party as the context provides, any trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means the United Nations, the European Union, the United States of America, France, Norway, the United Kingdom, the Republic of Singapore, Japan, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and His Majesty's Treasury, the Monetary Authority of Singapore, the French Republic, the Ministry of Finance of Japan, the Norwegian State and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means the US Office of Foreign Asset's Control List of Specially Designated National and Blocked Persons or the US Commerce Department's Denied Persons List, or any similar lists of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority, in particular any such similar lists of persons, entities and bodies published by the European Union, or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Security Agent includes any person as may be appointed as such under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed in favour of the Security Agent to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Security Agent provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clauses 18.34 (*Security and Financial Indebtedness*) and 18.41 (*Ship status*).

Shipowner Guarantee means, in relation to a Ship, a limited recourse guarantee by the Owner in favour of the Security Agent in the agreed form.

Ships means each of the ships described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Substitute Owner means any registered owner of a Substitute Ship pursuant to clause 25.15 (*Substitution of a Mortgaged Ship*).

Substitute Ship is defined in clause 25.15 (*Substitution of a Mortgaged Ship*).

Suspended Commitments means the difference of the amount in dollars which is equal to 55% of the aggregate Fair Market Value of the Ships (as determined on the Effective Date from the valuations of the Ships delivered under Part 2 of Schedule 3 (*Conditions precedent to the Effective Date*) as a condition precedent) and the amount in dollars which is equal to 55% of the aggregate Fair Market Value of the Ships (other than the Deferred Ships) (as determined from the valuations of the Ships delivered under Part 2 of Schedule 3 (*Conditions precedent to the Effective Date*) as a condition precedent to the Effective Date).

Suspended Undrawn Revolving Credit Facility means, at any relevant time, the aggregate amount of the undrawn Revolving Credit Facility Commitments (including the undrawn Suspended Commitments) which are subject to a suspension pursuant to the terms of this Agreement.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a "**Compulsory Acquisition**") (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the Owner or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the Owner or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss and where the Ship's Insurances are subject to English law, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date ninety (90) days after its Total Loss Date; and

(b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Total Revolving Credit Facility Commitments means, at any relevant time, the aggregate of the Revolving Credit Facility Commitments, being three hundred and three million, one hundred and eighteen thousand and seven hundred and fifty dollars ($303,118,750) at the date of this Agreement.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

Transfer Date means, in relation to an assignment, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Trust Property means, collectively:

(a) all moneys duly received by the Security Agent under or in respect of the Finance Documents;

(b) the Security Interests, guarantees, security, powers and rights given to the Security Agent under and pursuant to the Finance Documents including, without limitation, the covenants given to the Security Agent in respect of all obligations of any Obligor;

(c) all assets paid or transferred to or vested in the Security Agent or its agent or received or recovered by the Security Agent or its agent in connection with any of the Finance Documents whether from any Obligor or any other person; and

(d) all or any part of any rights, benefits, interests and other assets at any time representing or deriving from any of the above, including all income and other sums at any time received or receivable by the Security Agent or its agent in respect of the same (or any part thereof).

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of a Revolving Credit Facility Loan.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere;

(c) any value added tax imposed by the Value Added Tax Act 1994; and

(d) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Vessel's Portion (Sale) is as defined in clause 7.17 (*Sale*).

Vessel's Portion (Total Loss) is as defined in clause 7.19 (*Total Loss*).

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

  (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

  (ii) any similar or analogous powers under that Bail-In Legislation.

(c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail- In Legislation that are related to or ancillary to any of those powers.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Singapore time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form;

(ii) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower;

(g) **approved by the Majority Lenders or approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be, all of the Lenders (on such conditions as they may respectively impose) and otherwise approved means approved in writing by the Agent (on such conditions as the Agent may impose) and **approval** and **approve** shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) a Lender's "**cost of funds**" in relation to its participation in a Revolving Credit Facility Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in that Revolving Credit Facility Loan for a period equal in length to the Interest Period of that Revolving Credit Facility Loan;

(k) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(l) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(C) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(m) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(n) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(o) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the Singapore foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);

(p) a **government entity** means any government, state or agency of a state;

(q) a **group of Lenders** includes all the Lenders;

(r) a **guarantee** (other than in clause 17 (*Guarantee and indemnity*) or any Shipowner Guarantee) means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(s) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(t) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) other than where paragraph (ii) below applies:

(A) (subject to paragraph (C) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);

(B) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(C) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(ii) in relation to an Interest Period for a Revolving Credit Facility Loan (or any other period for the accrual of commission or fees), a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Compounded Rate Terms.

The above rules will only apply to the last month of any period;

(u) an **obligation** means any duty, obligation or liability of any kind;

(v) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(w) **pay** or **repay** in clause 27 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(x) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(y) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(z) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(aa) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(bb) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(cc) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries;

(dd) the usage of the term **Sanctions** only applies, in relation to any Finance Party that is situated in the European Union, to the extent that the usage of any such term in any particular provision of any Transaction Document does not result in any violation of EU Regulation (EC) 2271/96 (including as implemented in the state of incorporation of that Finance Party or in the jurisdiction in which a Lender's Facility Office is located) or any other similar anti-boycott law applicable to that Finance Party (without in any way limiting the applicability or effectiveness of any applicable provision as between the other Finance Parties and the Borrower). In connection with any waiver, determination or direction relating to any provisions which do not apply for the benefit of a Lender (a **Restricted Lender**) by virtue of the foregoing sentence (but, for the avoidance of doubt, not with respect to any other provisions which do apply for the benefit of a Restricted Lender), the Parties agree that (if a Revolving Credit Facility Commitment is then outstanding) the Revolving Credit Facility Commitment or (at any other time) the participation in the Revolving Credit Facility Commitment of that Restricted Lender will be excluded for the purpose of determining whether the consent of the Majority Lenders has been made. The Parties agree that this Clause may not be amended without the prior written consent of any Restricted Lender;

(ee) a provision of law is a reference to that provision as amended or re-enacted; (ff) a person includes its successors in title, permitted assignees or transferees;

(gg) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrower.

(hh) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(ii) Any Compounded Rate Supplement overrides anything in:

(i) Schedule 9 (*Compounded Rate Terms*); or

(ii) any earlier Compounded Rate Supplement.

(jj) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 11 (*Cumulative Compounded RFR Rate*), as the case may be; or

(ii) any earlier Compounding Methodology Supplement.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied (prior to the Finance Parties taking any action under clause 28.43(a) to 28.43(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

Third party rights

1.8 Unless expressly provided to the contrary in a Finance Document for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.9 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.10 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

Finance Documents

1.11 Where any other Finance Document provides that this clause 1.11 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.12 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Revolving Credit Facility

The Revolving Credit Facility

2.1 Subject to the terms of this Agreement the Lenders make available to the Borrower a reducing USD revolving credit facility in an aggregate amount equal to the Total Revolving Credit Facility Commitments from time to time.

Finance Parties' rights and obligations

2.2 The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

2.3 The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with clause 2.4 below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of any Revolving Credit Facility Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in any Revolving Credit Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

2.4 A Finance Party may, except as specifically provided in the Finance Documents (including clauses 31.78 and 31.79 (*All enforcement action through the Security Agent*)) and clauses 32.2 and 32.3 (*Finance Parties acting together*), separately enforce its rights under or in connection with the Finance Documents.

3 Purpose

Purpose

3.1 The Borrower shall apply all amounts borrowed under the Revolving Credit Facility in accordance with this clause 3.

Revolving Credit Facility

3.2 The Revolving Credit Facility may be used to refinance the acquisition cost of the Ships (including, without limitation, to repay Revolving Credit Facility Loans under this Agreement).

Monitoring

3.3 No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent to signing

4.1 On or prior to the date of this Agreement, the Borrower shall provide to the Agent all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to signing*) in form and substance satisfactory to the Agent.

4.2 **Effective Date**

(a) Conditions precedent to the Effective Date

The Effective Date shall not occur until the Agent has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent to the Effective Date*) in form and substance satisfactory to the Agent.

(b) Conditions subsequent to the Effective Date

The Agent, or its duly authorised representative, shall receive within the period set out therein, the documents and evidence specified in Part 3 of Schedule 3 (*Conditions subsequent to the Effective Date*) in form and substance satisfactory to the Agent, provided that in the case of the legal opinions set out in Part 3 of Schedule 3 (*Conditions subsequent to the Effective Date*) and the issued opinion from insurance consultants set out in Part 3 of Schedule 3 (*Conditions subsequent to the Effective Date*), the Agent and the Lenders acknowledge that delivery of such opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Agent to procure the delivery of the same by the deadline date specified therefor, the Lenders shall instruct the Agent to, and upon receipt of such instructions, the Agent shall, extend such deadline date if required to avoid any Event of Default.

4.3 **Release Commitment Date**

(a) Conditions precedent to the borrowing on a Release Commitment Date and release of the Suspended Commitments

A Utilisation in respect of the Suspended Commitments shall only become available for borrowing under this Agreement and any part of the Suspended Commitments shall only be available for borrowing on the date (a **Release Commitment Date**) upon which the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 4 of Schedule 3 (*Conditions precedent to the borrowing on a Release Commitment Date and release of the Suspended Commitments*) in relation to a Deferred Ship(s) and the Owner in form and substance satisfactory to the Agent.

(b) Conditions subsequent to a Release Commitment Date

The Agent, or its duly authorised representative, shall receive within the period set out therein, the documents and evidence specified in Part 5 of Schedule 3 (*Conditions subsequent to a Release Commitment Date*) in form and substance satisfactory to the Agent, provided that in the case of the legal opinions set out in Part 5 of Schedule 3 (*Conditions subsequent to a Release Commitment Date*) and the issued opinion from insurance consultants set out in Parts 3 and 5 of Schedule 3 (*Conditions subsequent*), the Agent and the Lenders acknowledge that delivery of such opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Agent to procure the delivery of the same by the deadline date specified therefor, the Lenders shall instruct the Agent to, and upon receipt of such instructions, the Agent shall, extend such deadline date if required to avoid any Event of Default.

Notice to Lenders

4.4 The Agent shall notify the Lenders and the Borrower promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.5 The Lenders will only be obliged to comply with clauses 5.9 to 5.12 (*Lenders' participation*) if, on the date of the Utilisation Request (except in relation to a Rollover Loan) and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed utilisation of the relevant Revolving Credit Facility Loan;

(b) in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation;

(c) in all such cases, all of the Repeating Representations are true in all material respects; and

(d) in the case of the first Utilisation, all of the other representations set out in clause 18 (*Representations*) are true in all material respects.

Waiver of conditions precedent

4.6 The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of all Lenders.

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrower may utilise the Revolving Credit Facility (other than in respect of any Rollover Loan utilised pursuant to clauses 5.13 to 5.14 below) by delivery to the Agent of a duly completed Utilisation Request (in the form set out in Schedule 4 (*Utilisation Request*) of this Agreement) not later than three (3) Business Days before the proposed Utilisation Date or such shorter period as the Agent and all the Lenders may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the applicable Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.4 to 5.8 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Revolving Credit Facility Loan to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 In relation to the Revolving Credit Facility, only one Revolving Credit Facility Loan may be requested in each Utilisation Request.

Currency and amount

5.4 The currency specified in a Utilisation Request must be dollars.

5.5 The aggregate amount of (a) the Revolving Credit Facility Loan(s) to be advanced on the first Utilisation Date and (b) any undrawn part of the Revolving Credit Facility immediately following the first Utilisation Date, shall not exceed the lesser of (i) the Total Revolving Credit Facility Commitments as at the date of this Agreement (less the Suspended Commitments) and (ii) the amount in dollars which is equal to 55% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under Part 2 of Schedule 3 (*Conditions precedent to the Effective Date*) as a condition precedent to the Effective Date) (excluding any Ship that has become a Total Loss). If the Total Revolving Credit Facility Commitments are not available to be drawn as a result of this clause, the Total Revolving Credit Facility Commitments shall be reduced and cancelled pro rata and the scheduled reductions of the Revolving Credit Facility shall be reduced pro rata. To effect any such Utilisation if the same is for the purpose of financing the repayment of any existing Revolving Credit Facility Loan, the relevant existing Revolving Credit Facility Loan shall be deemed to be repaid at the point of such Utilisation, and the relevant new Revolving Credit Facility Loan shall be deemed to be utilised. There shall always only be one Revolving Credit Facility Loan outstanding under the Revolving Credit Facility as all Revolving Credit Facility Loans shall be consolidated at all times such that there shall always only be one Interest Period applicable to all Revolving Credit Facility Loans.

5.6 The amount of any proposed Revolving Credit Facility Loan must be a minimum of $5,000,000 and in integral multiples of $1,000,000 (or if less, the amount of the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) less the aggregate amount of the outstanding Revolving Credit Facility Loans) and must not exceed (when aggregated with the outstanding Revolving Credit Facility Loans) the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility).

5.7 The aggregate amount of the Revolving Credit Facility Loans at any time shall not exceed the uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

5.8 The Revolving Credit Facility Loans shall be used for the purpose specified in clause 3 (*Purpose*).

Lenders' participation

5.9 If the conditions set out in this Agreement have been met, each Lender shall make its participation in each Revolving Credit Facility Loan available by the Utilisation Date through its Facility Office.

5.10 The amount of each Lender's participation in each Revolving Credit Facility Loan will be equal to the proportion borne by its Revolving Credit Facility Commitment to the Total Revolving Credit Facility Commitment immediately prior to making the relevant Utilisation.

5.11 The Agent shall promptly notify each Lender of the amount of each Revolving Credit Facility Loan and the amount of its participation in each Revolving Credit Facility Loan and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 (*Payments to the Agent*), in each case by 11:00 a.m. (Singapore time) on the Business Day following the date of the Utilisation Request.

5.12 The Agent shall pay all amounts received by it in respect of each Revolving Credit Facility Loan (and its own participation in it, if any) to the Borrower or for the account of the Borrower in accordance with the instructions contained in the Utilisation Request.

Rollover Loans

5.13 On the last day of the Interest Period for a maturing Revolving Credit Facility Loan which falls on or before the Last Availability Date for the Revolving Credit Facility (a **Rollover Date**) (on which date such Revolving Credit Facility Loan is due to be repaid), the Lenders shall, subject to clause 6.1, unless (a) not less than three (3) Business Days before such Rollover Date the Borrower notifies the Agent that no Rollover Loan should be advanced for the relevant Revolving Credit Facility Loan or (b) an Event of Default has occurred and is continuing at such time, be deemed to advance to the Borrower a Rollover Loan in an aggregate amount of which is equal to (or less than, if the Borrower notifies the Agent of the same pursuant to clause 6.7 (*Repayment – Revolving Credit Facility*)), the maturing Revolving Credit Facility Loan or, if less, the balance of the available and undrawn Total Revolving Credit Facility Commitments.

5.14 Such Rollover Loan shall be made solely for the purpose of refinancing the maturing Revolving Credit Facility Loan on the last day of its Interest Period.

5.15 For the avoidance of doubt, no Utilisation Request needs to be given by the Borrower in relation to the utilisation of a Rollover Loan made and applied pursuant to clauses 5.13 and 5.14.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Reduction – Revolving Credit Facility

6.1 The Borrower shall repay each Revolving Credit Facility Loan on the last day of its Interest Period. To the extent not previously reduced, the Total Revolving Credit Facility Commitments shall be reduced on each Reduction Date by such amount as set out in Schedule 7 (*Repayment Schedule*), as may be revised by clauses 5.5 (*Currency and amount*), 6.3 and 7.16.

6.2 If such reduction would result in the outstanding amount under the Revolving Credit Facility Loans being greater than the Total Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility), a corresponding repayment of the Revolving Credit Facility Loan(s) (as selected by the Borrower) shall be made on the relevant Reduction Date.

6.3 If the Total Revolving Credit Facility Commitments has been partially reduced/cancelled under this Agreement (other than under clause 6.1) then the amount of each remaining scheduled reduction by which the Total Revolving Credit Facility Commitments shall be reduced under clause 6.1 on any such Reduction Date (as reduced by any earlier operation of this clause 6.3) shall be reduced pro rata to such reduction in the Total Revolving Credit Facility Commitments.

6.4 Without prejudice to the Borrower's obligations under clause 6.1 above, if a Revolving Credit Facility Loan is to be made available to the Borrower (i) on the same day that a maturing Revolving Credit Facility Loan is due to be repaid by the Borrower; and (ii) in whole or in part for the purposes of refinancing the maturing Revolving Credit Facility Loan; and the proportion borne by each Lender's participation in the maturing Revolving Credit Facility Loan to the amount of that Revolving Credit Facility Loan immediately before the new Revolving Credit Facility Loan is made is the same as the proportion borne by that Lender's participation in the new Revolving Credit Facility Loan to the amount of the new Revolving Credit Facility Loan, the amount of the new Revolving Credit Facility Loan shall, unless the Borrower notify the Agent to the contrary in the relevant Utilisation Request (if a Utilisation Request is to be given in respect of such Revolving Credit Facility Loan) or otherwise separately in writing (in the case of a Rollover Loan where the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the Rollover Loan), be treated as if applied in or towards repayment of the maturing Revolving Credit Facility Loan so that:

(a) if the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will only be required to make a payment under clause 35.1(*Payments to the Agent*) in an amount equal to that excess; and

(ii) each Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available to and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan and that Lender will not be required to make a payment under clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Revolving Credit Facility Loan; and

(b) if the amount of the maturing Revolving Credit Facility Loan is equal to or less than the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will not be required to make a payment under clause 35.1 (*Payments to the Agent*); and

(ii) each Lender will be required to make a payment under clause 35.1 (*Payments to the Agent)* in respect of its participation in the new Revolving Credit Facility Loan only to the extent that its participation in the new Revolving Credit Facility Loan exceeds that Lender's participation in the maturing Revolving Credit Facility Loan and the remainder of that Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of that Lender's participation in the maturing Revolving Credit Facility Loan.

6.5 On the Final Reduction Date (without prejudice to any other provision of this Agreement), the Total Revolving Credit Facility Commitments shall be reduced to zero and shall be repaid in full.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Revolving Credit Facility Loans or it becomes unlawful for any Affiliate of a Lender for that Lender to do so or it becomes contrary to Sanctions to do the same:

(a) that Lender shall promptly notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower and subject to the right to replace the Lender in accordance with clause 7.11, the Revolving Credit Facility Commitments of that Lender will be immediately cancelled; and

(c) subject to clause 7.11, the Borrower shall repay that Lender's participation in each of the Revolving Credit Facility Loans on the last day of each Interest Period for each Revolving Credit Facility Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrower shall promptly notify the Agent in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrower shall provide such further information thereafter as may be requested by the Agent (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification, the Agent (acting on the instructions of the Majority Lenders) may by notice to the Borrower (an **Agent Notice**), cancel the Total Revolving Credit Facility Commitments with effect from a date specified in that Agent Notice which is at least thirty (30) days after the date of the Agent Notice and declare that all or part of the Revolving Credit Facility Loans be payable within thirty (30) days after the date of the Agent Notice PROVIDED ALWAYS that the Agent’s right to serve an Agent Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent, the Total Revolving Credit Facility Commitments shall be cancelled and all amounts outstanding under the Revolving Credit Facility shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in paragraphs (a) and/or (b) above.

Voluntary cancellation

7.5 The Borrower may, if it gives the Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of $5,000,000) of the Revolving Credit Facility which is undrawn at the proposed date of cancellation. No penalty shall be applied to any voluntary cancellation under this clause. The Borrower may in its discretion nominate which Revolving Credit Facility Loan to cancel and after such nomination, such cancellation shall, in respect of the Revolving Credit Facility, reduce each remaining scheduled reduction in respect of the Revolving Credit Facility in accordance with clause 6.3 (*Reduction – Revolving Credit Facility*). Upon any such cancellation the Total Revolving Credit Facility Commitments shall be reduced by the same amount.

Voluntary prepayment

7.6 The Borrower may, if it gives the Agent not less than five (5) RFR Banking Days' prior written notice, prepay the whole or part of the Revolving Credit Facility Loans (but if in part, being an amount that reduces the amount of the Revolving Credit Facility Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Revolving Credit Facility Loans (or any other date subject to the payment of Break Costs). No penalty shall be applied to any voluntary prepayment under this clause provided that, in respect of the Revolving Credit Facility Loans, the number of prepayments in any calendar year shall be limited to no more than five (5) times per calendar year. A prepayment fee of $5,000 shall be paid to the Agent (for its own account) for each additional voluntary prepayment that is not prepaid on the last day of an Interest Period for the Revolving Credit Facility Loans (being the sixth (6th) and any subsequent voluntary prepayments) in any calendar year. For the avoidance of doubt, voluntary prepayment of whole or part of the Revolving Credit Facility Loan may be effected without a cancellation in an equivalent amount of the Revolving Credit Facility Commitments and therefore shall be available for re-utilisation.

Right of replacement or cancellation and prepayment in relation to a single Lender

7.7 If:

(a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.5 (*Tax gross-up*);

(b) any Lender claims indemnification from the Borrower under clause 12.9 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or

(c) any Lender becomes a Non-Consenting Lender (as defined in clause 7.14 below),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues or, as the case may be, while a Lender continues to be a Non- Consenting Lender, give the Agent notice of cancellation of the Revolving Credit Facility Commitments of that Lender and its intention to procure the repayment of that Lender's participation in the Revolving Credit Facility Loans or give the Agent notice of its intention to replace that Lender in accordance with clause 7.10.

7.8 On receipt of a notice referred to in clause 7.7 above, the Revolving Credit Facility Commitments of that Lender shall immediately be reduced to zero.

7.9 On the last day of each Interest Period for a Revolving Credit Facility Loan which ends after the Borrower has given notice under clauses 7.6 or 7.7 above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in each applicable Revolving Credit Facility Loan.

7.10 The Borrower may, in the circumstances set out in clauses 7.1 (*Illegality*) or 7.7, on ten (10) Business Days' prior notice to the Agent and that Lender (or, in respect of clause 7.1 (*Illegality*) by notice to the Agent and that Lender to be sent on the date (the **Applicable Date**) that the Revolving Credit Facility Commitments of that Lender would have otherwise have been cancelled pursuant to clause 7.1 (*Illegality*) but for this clause), replace that Lender by requiring that Lender to assign (and, to the extent permitted by law, that Lender shall assign) pursuant to clause 29 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement to a Lender or other bank, financial institution, trust, fund, insurer, reinsurer or other entity (save for any entity related to the Borrower) selected by the Borrower which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in accordance with clause 29 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

(a) the outstanding principal amount of such Lender's participation in the Revolving Credit Facility Loans;

(b) all accrued interest owing to such Lender;

(c) the Break Costs which would have been payable to such Lender pursuant to clause 10.5(a) (*Break Costs*) had the Borrower prepaid in full that Lender's participation in the Revolving Credit Facility Loans on the date of the assignment; and

(d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.11 The replacement of a Lender pursuant to clause 7.10 shall be subject to the following conditions:

(a) the Borrower shall have no right to replace the Agent;

(b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(c) in no event shall the Lender replaced under clause 7.10 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;

(d) the Lender shall only be obliged to assign its rights pursuant to clause 7.10 above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment;

(e) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a replacement Lender; and

(f) for the purposes of clause 7.1 (*Illegality*), the replacement of a Lender pursuant to clause 7.10 shall occur no later than the later of (i) five (5) Business Days after the Applicable Date and (ii) the date that the first prepayment to that Lender would be due pursuant to clause 7.1 (*Illegality*) but for this clause (the **Cut Off-Date**), failing which the Borrower shall repay that Lender's participation in each of the Revolving Credit Facility Loans on the next Business Day after the Cut-Off Date and that Lender's Revolving Credit Facility Commitments shall be cancelled on the same date. Notwithstanding any other terms of this Agreement, for the period between an Applicable Date relevant to a Lender to a Cut Off-Date relevant to a Lender, that Lender shall not be obliged to advance any Revolving Credit Facility Commitment.

7.12 A Lender shall perform the checks described in clause 7.11(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.13 The Agent shall perform the checks described in clause 7.11(e) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Borrower when it is satisfied that it has complied with those checks.

7.14 In the event that:

(a) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(b) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(c) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who does not and continues not to consent or agree to such waiver or amendment shall be deemed a **Non-Consenting Lender**.

Sale

7.15 On the Disposal Repayment Date (Sale) in relation to any Mortgaged Ship:

(a) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be at least the relevant Minimum Value Relating to Sale, the Borrower is not required to suspend and/or prepay any amounts under the Revolving Credit Facility; or

(b) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be less than the relevant Minimum Value Relating to Sale, the Borrower shall suspend undrawn Revolving Credit Facility Commitments which are not then subject to a suspension and/or prepay any Revolving Credit Facility Loan outstanding so that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship). Such suspension and/or prepayment shall be applied in the following order:

(i) first, to the Revolving Credit Facility by way of suspending the necessary amount of the undrawn Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship);

(ii) secondly, if such suspension in accordance with clause 7.15(b)(i) is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrower shall in addition prepay the necessary amount of the Revolving Credit Facility Loans (and shall be entitled to determine which ones) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship) and any amount of the Revolving Credit Facility Commitments which is prepaid as a result of such prepayment shall automatically become part of the Suspended Undrawn Revolving Credit Facility.

7.16 If clause 7.15(b) applies, following a Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, and within 180 days of the Disposal Repayment Date (Sale) of that Mortgaged Ship, the Borrower shall ensure that either:

(a) a Substitute Ship is provided in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold, whereupon any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall immediately, subject to clause 6.1 (*Reduction – Revolving Credit Facility*), become available in full for drawing again; or

(b) if no Substitute Ship is provided within the aforementioned 180 days in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold or the Borrower by notice elects not to provide a Substitute Ship, any part of the Suspended Undrawn Revolving Credit Facility existing as a direct result of the sale of that Mortgaged Ship shall, subject to clause 6.1 (*Reduction – Revolving Credit Facility*), become available for drawing again and the Borrower shall immediately:

(i) at the Borrower's election, prepay and/or cancel (i) an amount equal to the Vessel's Portion (Sale) of the aggregate of the outstanding Revolving Credit Facility Loans and/or any undrawn and uncancelled Revolving Credit Facility Commitments that were not part of the Suspended Undrawn Revolving Credit Facility at the time of the Disposal Repayment Date (Sale) less (I) any prepayment amount already made pursuant to clause 7.15(b)(ii) (which is deemed suspended pursuant to clause 7.15(b)(ii)) and (II) any Allocated Reduction Amount; and

(ii) pay any additional amounts,

necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied.

Notwithstanding the foregoing, if the Borrower provides two valuations issued on any date from and including the Disposal Repayment Date (Sale) up to and including the date falling 180 days thereafter evidencing that the Asset Cover would be at least the relevant Minimum Value Relating to Sale, the Borrower shall not be required to prepay and/or cancel as aforesaid and any part of the Suspended Undrawn Revolving Credit Facility existing shall, subject to clause 6.1 (*Reduction – Revolving Credit Facility*), become available for drawing again. If the two valuations provided differ by more than a margin of 10%, a third valuation shall be provided and the calculations will be the mean average of all of the three (3) valuations.

For the purposes of clause 7.16(b) the Borrower may, in its discretion, determine whether to make a prepayment of the Revolving Credit Facility Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Revolving Credit Facility Loans to prepay. Any such prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments.

7.17 In clauses 7.15 and 7.16 (*Sale*):

(a) "**Asset Cover**" means, at the relevant time, the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships divided by the aggregate of the Revolving Credit Facility Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(b) "**Allocated Reduction Amount**" means a proportion of the Total Revolving Credit Facility Commitments in aggregate equal to the Vessel's Portion (Sale) divided by the Fair Market Value (Sale) multiplied by the quarterly reduction amount for the previous quarter as set out in Schedule 7 (*Repayment Schedule*) (subject to Clause 6.3).

(c) "**Minimum Value Relating to Sale**" means at any relevant time, 165% of the aggregate of the Revolving Credit Facility Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(d) "**Vessel's Portion (Sale)**" means, on the Disposal Repayment Date (Sale), the Fair Market Value (Sale) of the Mortgaged Ship that is or was subject to sale divided by the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships.

(e) The "**Fair Market Value (Sale)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Sale) otherwise the Fair Market Value (Sale) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, unless an Event of Default has occurred and is continuing, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clauses 7.15 and 7.16 (*Sale*) provided that upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Total Loss

7.18 On the Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, the Borrower shall immediately prepay and/or cancel the Vessel's Portion (Total Loss) of the aggregate outstanding Revolving Credit Facility Loans and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility and any additional amount necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied. The Borrower may, in its discretion, determine whether to make a prepayment of the Revolving Credit Facility Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Revolving Credit Facility Loans to prepay. Any such prepayment of part of the Revolving Credit Facility Loan shall result in a corresponding automatic cancellation (in an amount equivalent to the amount prepaid) of the Revolving Credit Facility Commitments. After such prepayment, any excess Total Loss proceeds in respect of the Mortgaged Ship subject to the Total Loss shall be freely available to the Borrower provided no Default is continuing.

7.19 In clause 7.18 (*Total Loss*):

(a) "**Vessel's Portion (Total Loss)**" means, on the Disposal Repayment Date (Total Loss), the Fair Market Value (Total Loss) of the Mortgaged Ship that is or was subject to a Total Loss divided by the aggregate of the Fair Market Values (Total Loss) of all of the Mortgaged Ships.

(b) The "**Fair Market Value (Total Loss)**" of the Mortgaged Ships will be based on the latest valuations provided to the Agent pursuant to paragraph (b) of clause 25.2 (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Total Loss) otherwise the Fair Market Value (Total Loss) of the Ships will be based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*).

For the avoidance of doubt, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clause 7.18 (*Total Loss*) provided that upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Automatic cancellation

7.20 Any unutilised portion of the relevant Total Revolving Credit Facility Commitments shall be automatically cancelled at close of business in Singapore (5:00pm) on the Last Availability Date.

Restrictions

7.21 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and shall identify the Revolving Credit Facility Loan to which such cancellation or prepayment relates.

7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs and Clause 7.6 (*Voluntary prepayment*), without premium or penalty.

7.23 Unless a contrary indication appears in this Agreement, any part of a Revolving Credit Facility Loan which is repaid (or prepaid under 7.6 (*Voluntary prepayment*)) may be re-borrowed in accordance with the terms of this Agreement.

7.24 The Borrower shall not repay or prepay all or any part of the Revolving Credit Facility Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

7.25 No amount of the Total Revolving Credit Facility Commitments cancelled under this Agreement may be subsequently reinstated.

7.26 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower and/or the affected Lender, as appropriate.

7.27 If the Total Revolving Credit Facility Commitments are partially reduced and/or the Revolving Credit Facility Loans partially prepaid under clause 7.1 (*Illegality*) or clauses 7.7 to 7.12 (*Right of cancellation and prepayment in relation to a single Lender*), (a) the Revolving Credit Facility Commitments of the relevant Lender shall be reduced to zero and (b) the Total Revolving Credit Facility Commitments shall be reduced by the amount of such Lender's Revolving Credit Facility Commitment as applicable.

7.28 If any part of the Total Revolving Credit Facility Commitments are partially reduced under clause 7.5 (*Voluntary cancellation*) (other than as referred to in clause 7.27 and unless stated otherwise in this Agreement), the Revolving Credit Facility Commitments of the Lenders shall be reduced rateably.

7.29 Any prepayment required as specified in clause 7.27 shall be applied in prepaying the relevant Lender's participation in each of the Revolving Credit Facility Loans. Any other prepayment shall be applied *pro rata* to each Lender's participation in the Revolving Credit Facility Loans (to the extent the same is/are being prepaid).

7.30 Any Suspended Undrawn Revolving Credit Facility shall be applied *pro rata* to each Lender's participation in each of the Revolving Credit Facility Loans (to the extent the same is/are being suspended).

7.31 The Borrower shall only be entitled to voluntarily cancel the whole or any part of the Total Revolving Credit Facility Commitments which is then drawn if the Borrower prepays such amount of the Revolving Credit Facility Loans (as selected by the Borrower) as may be necessary to ensure that the outstanding Revolving Credit Facility Loans after the date of cancellation will not exceed the Total Revolving Credit Facility Commitments (as so reduced). For the avoidance of doubt, this shall not apply to any prepayments under Clause 7.6.

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on each Revolving Credit Facility Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day.

8.2 If any day during an Interest Period for a Revolving Credit Facility Loan is not an RFR Banking Day, the rate of interest on that Revolving Credit Facility Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

Payment of interest

8.3 The Borrower shall pay accrued interest on each Revolving Credit Facility Loan on the last day of each Interest Period and, if the Interest Period for that Revolving Credit Facility Loan is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period, provided that the first interest payment date for each Revolving Credit Facility Loan advanced on the first Utilisation Date shall be a Quarter Date unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Revolving Credit Facility Loan shall end on the second Quarter Date after that Utilisation Date.

Default interest

8.4 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Revolving Credit Facility Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.4 shall be immediately payable by the Obligor on demand by the Agent.

8.5 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.6 The Agent shall promptly upon a Compounded Rate Interest Payment being determinable notify:

(a) the Borrower of that Compounded Rate Interest Payment;

(b) each relevant Lender of the proportion of that Compounded Rate Interest Payment which relates to that Lender's participation in the relevant Revolving Credit Facility Loan; and

(c) the relevant Lenders and the Borrower of:

(i) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(ii) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the Revolving Credit Facility Loan.

This clause 8.6 shall not apply to any Compounded Rate Interest Payment determined pursuant to clause 10.3 (*Cost of funds*).

8.7 The Agent shall as soon as practicable notify the Borrower of each Funding Rate relating to a Revolving Credit Facility Loan.

8.8 The Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest relating to a Revolving Credit Facility Loan to which clause 10.3 (*Cost of funds*) applies.

8.9 This clause shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for each Revolving Credit Facility Loan (other than a Rollover Loan) may be selected by the Borrower in the Utilisation Request for that Revolving Credit Facility Loan provided that such Interest Period for any Revolving Credit Facility Loan shall end on the last day of the Interest Period relating to any prevailing outstanding Revolving Credit Facility Loan such that all Revolving Credit Facility Loans shall be consolidated.

9.2 The Interest Period for each Rollover Loan shall be the same length as the Interest Period for the maturing Revolving Credit Facility Loan which it refinances unless, not less than three (3) Business Days before the relevant Rollover Date (as defined in clause 5.13 (*Rollover Loans*)), the Borrower notifies the Agent of a different Interest Period for such Rollover Loan, in which case the Interest Period for such Rollover Loan shall be as so notified to the Agent by the Borrower (subject to this clause 9). Notwithstanding the foregoing, any Rollover Loan refinancing a Revolving Credit Facility Loan advanced on the first Utilisation Date, shall have an Interest Period of three (3) months and any Rollover Loan refinancing a Revolving Credit Facility Loan whose Interest Period was not three (3) or six (6) months and which was not advanced on the first Utilisation Date, shall have an Interest Period of three (3) months unless the Borrower notifies the Agent of a different Interest Period for such Rollover Loan in accordance with this clause.

9.3 Subject to this clause 9, the Borrower may select an Interest Period for each Revolving Credit Facility Loan of three (3) or six (6) months (or any other period agreed between the Borrower and the Agent (acting on the instructions of all Lenders)) save that (i) the Interest Period for any Revolving Credit Facility Loan advanced on the first Utilisation Date shall end on a Quarter Date unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Revolving Credit Facility Loan shall end on the second Quarter Date after that Utilisation Date. Subject to this clause 9, if no selection is made for a Revolving Credit Facility Loan, the Interest Period for that Revolving Credit Facility Loan shall be three (3) months.

9.4 The Interest Period for a Revolving Credit Facility Loan shall start on the Utilisation Date of that Revolving Credit Facility Loan. Each Revolving Credit Facility Loan has one Interest Period only.

9.5 No Interest Period in respect of a Revolving Credit Facility Loan shall extend beyond the Final Reduction Date (in respect of any Revolving Credit Facility Loan).

Non-Business Days

9.6 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.7 If there are rules specified as "Business Day Conventions" in the Compounded Rate Terms, those rules shall apply to each Interest Period for a Revolving Credit Facility Loan.

10 Changes to the calculation of interest

10.1 **Interest calculation if no RFR or Central Bank Rate**

If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Revolving Credit Facility Loan; and

(b) "*Cost of funds will apply as a fallback*" is specified in the Compounded Rate Terms,

clause 10.3 (*Cost of funds*) shall apply to that Revolving Credit Facility Loan for that Interest Period.

10.2 **Market disruption**

If:

(a) a Market Disruption Rate is specified in the Compounded Rate Terms; and

(b) before the Reporting Time, the Agent receives notifications from a Lender or Lenders (whose participations in a Revolving Credit Facility Loan exceed fifty per cent. (50%) of that Revolving Credit Facility Loan) that the cost to it of funding its participation in that Revolving Credit Facility Loan from the wholesale market for dollars would be in excess of that Market Disruption Rate,

then clause 10.3 (*Cost of funds*) shall apply to that Revolving Credit Facility Loan for the relevant Interest Period.

10.3 **Cost of funds**

(a) If this clause 10.3 (*Cost of funds*) applies to a Revolving Credit Facility Loan for an Interest Period, clause 8.1 (*Calculation of interest*) shall not apply to that Revolving Credit Facility Loan for that Interest Period and the rate of interest on each Lender's share of that Revolving Credit Facility Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the applicable Margin;

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by the Reporting Time, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Revolving Credit Facility Loan from whatever source it may reasonably select.

(b) If this clause 10.3 (*Cost of funds*) applies and the Agent or the Borrower so require and provided that no amendment or waiver has been made during the relevant Interest Period pursuant to clause 41.5 (*Changes to reference rates*), the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all of the Lenders and the Borrower, be binding on all Parties.

(d) If this clause 10.3 (*Cost of funds*) applies pursuant to clause 10.2 (*Market disruption*) and:

(i) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or

(ii) a Lender does not supply a quotation by the Reporting Time,

the cost to that Lender of funding its participation in a Revolving Credit Facility Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Revolving Credit Facility Loan.

10.4 **Notification to the Borrower**

If clause 10.3 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrower.

10.5 **Break Costs**

(a) If an amount is specified as Break Costs in the Compounded Rate Terms, the Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Revolving Credit Facility Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Revolving Credit Facility Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Commitment commission

11.1 The Borrower shall pay to the Agent (for the account of each Lender) a fee in dollars computed at the rate of 0.35 multiplied by the Margin referred to in paragraph (b) of the definition of Margin in clause 1.1 on the available but undrawn and uncancelled portion of that Lender’s Revolving Credit Facility Commitment calculated on a daily basis from the Effective Date. For the avoidance of doubt, the commitment fee in this clause 11.1 will be calculated by using the Margin referred to in paragraph (b) of the definition of Margin in clause 1.1 as adjusted in line with the Sustainability Margin Adjustment Mechanism set out in Schedule 8 (*Sustainability Principles*).

11.2 The Borrower shall pay accrued commitment commission referred to in clause 11.1 on (i) the first Quarter Date following the Effective Date (provided that if any such Quarter Date is less than 45 days after the Effective Date, the payment shall be made on the second Quarter Date following the Effective Date instead) and (ii) on each Quarter Date (following the Effective Date) occurring thereafter and, if any part of the relevant Lender's Revolving Credit Facility Commitment is cancelled, on the cancelled amount of the relevant Lender's Revolving Credit Facility Commitment at the time the cancellation is effective. For the avoidance of doubt, the Borrower’s obligation to pay accrued commitment commission referred to in clause 11.1 shall apply notwithstanding any Suspended Undrawn Revolving Credit Facility.

Structuring and arrangement fee

11.3 The Borrower shall pay to the Agent (for the account of the Lenders) a structuring and arrangement fee in the amount, proportions and at the time agreed in a Fee Letter.

Agency fee

11.4 The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

Security agency fee

11.5 The Borrower shall pay to the Security Agent (for its own account) a security agency fee in the amount and at the times agreed in a Fee Letter.

Coordination fee

11.6 The Borrower shall pay to the Facility Co-ordinator (for its own account) a coordination fee in the amount and at the time agreed in a Fee Letter.

Sustainability agency and coordination fee

11.7 The Borrower shall pay to the Sustainability Agent (for its own account) a sustainability agency and coordination fee in the amount and at the time agreed in a Fee Letter.

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means a Finance Party or, in relation to clauses 14.5 to 14.6 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 to 14.6 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a Hedging Contract or a FATCA Deduction.

Tax Payment means the increase in a payment made by an Obligor to a Finance Party under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.9 (*Tax indemnity*).

12.2 Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.7 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.8 Clauses 12.3 to 12.7 (*Tax gross-up*) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the Hedging Master Agreements itself shall apply.

Tax indemnity

12.9 The Borrower shall (within six (6) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.10 Clause 12.9 above shall not apply:

(a) with respect to any Tax assessed on a Finance Party:

(i) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction;

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(c) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.11 A Protected Party making, or intending to make a claim under clause 12.9 above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.

12.12 A Protected Party shall, on receiving a payment from an Obligor under clause 12.9, notify the Agent.

Indemnities on after Tax basis

12.13 If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.14 If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.15 For the purposes of clauses 12.13 to 12.14 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.16 If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.17 The Borrower shall pay and, within six (6) Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.18 All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.20 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).

12.19 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(a) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(b) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

12.20 Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.21 Any reference in clauses 12.18 to 12.22 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).

12.22 In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party's VAT registration and such other information as is reasonably requested in connection with such Finance Party's VAT reporting requirements in relation to such supply.

FATCA information

12.23 Subject to clause 12.25 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.24 If a Party confirms to another Party pursuant to clause 12.23(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.25 Clause 12.23 above shall not oblige any Finance Party to do anything, and clause 12.23 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any confidential information.

12.26 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.23 above (including, for the avoidance of doubt, where clause 12.25 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.27 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.28 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) and in any case at least three Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment and, on or prior to the day on which it notifies that Party shall also notify the Borrower and the Agent and the other Finance Parties.

Hedging

12.29 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 12 (*Tax gross-up and indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrower shall, within six (6) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Revolving Credit Facility or on a Finance Party's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Revolving Credit Facility Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 A Finance Party intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

13.4 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.9 (*Tax indemnity*) (or would have been compensated for under clause 12.9 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.10 applied);

(c) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

Hedging

13.7 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 13 (*Increased Costs*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrower shall (or shall procure that another Obligor will), within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party against any and all documented Losses incurred by that Finance Party (otherwise than by reason of such Finance Party's wilful misconduct or gross negligence) as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 33 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in any Revolving Credit Facility Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) a Revolving Credit Facility Loan (or part of any Revolving Credit Facility Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Agent or any Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Agent and the Security Agent

14.4 The Borrower shall, within six (6) Business Days of demand by the Agent or the Security Agent, indemnify the Agent and the Security Agent against:

(a) any and all documented Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) in acting as Agent or the Security Agent under the Finance Documents.

Indemnity concerning security

14.5 The Borrower shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Agent or the Security Agent indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Security Documents;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(f) any breach by any Obligor of the Finance Documents; or

(g) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Revolving Credit Facility.

14.6 The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Trust Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 14.5 and shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to it.

Continuation of indemnities

14.7 The indemnities by the Borrower in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of any Revolving Credit Facility Loan, the cancellation of the Total Revolving Credit Facility Commitments or the repudiation by the Agent or the Borrower of this Agreement.

Third Parties Act

14.8 Each Indemnified Person may rely on the terms of clauses 14.5 and 14.6 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 and 14.6 (*Indemnity concerning security*), subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Interest

14.9 Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 (*Other indemnities*) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.4 to 8.5 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Email indemnity

14.11 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by such Finance Party against any and all documented Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any email communication purporting to originate from the Borrower to the Agent or the Security Agent being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the relevant Finance Party or the Agent or the Security Agent).

Hedging

14.12 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 14 (*Other indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

15 Mitigation by the Lenders

Mitigation

15.1 Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) assigning its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

Limitation of liability

15.3 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by that Finance Party for all documented costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 A Finance Party is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrower shall within six (6) Business Days of demand pay the Agent, the Sustainability Agent, the Facility Co-ordinator, the Sustainability Co-ordinator, the Arrangers, the Hedging Providers and the Security Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents (except for any Transfer Certificate) executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non- obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent or an amendment is required pursuant to clause 35.19 (*Change of currency*) or any amendment or waiver is contemplated or agreed pursuant to clause 41.5 *(Changes to reference rates)*, the Borrower shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement.

Enforcement, preservation and other costs

16.3 The Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to each Finance Party the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by that Finance Party in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document (other than the Hedging Contracts or any Hedging Master Agreement) or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non-obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by any Finance Party under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between such Finance Party on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to such Finance Party in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, such Finance Party shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrower under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent’s rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 35 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Default interest

17.10 No interest of the type referred to at clauses 8.4 to 8.5 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

18 Representations

18.1 The Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to each Finance Party at the times specified in clauses 18.45 to 18.47 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and, where applicable to its Original Jurisdiction, in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations and the Perfection Requirements, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrower or the Parent (having made due enquiry) or any other information known to the Borrower or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrower or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, **Information** means: any information provided by any Obligor or any other Group Member to any of the Finance Parties or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

18.18 The Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and the Perfection Requirements, the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 28.21 (*Insolvency proceedings*) or creditors' process described in clauses 28.23 and 28.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrower or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 28.17 to 28.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party, provided that, in respect of payments made or to be made by the Borrower, the Borrower obtains the “Automatic Withholding Tax Exemption on Interest and Related Payments under the Maritime Sector Incentive” in Singapore (which exemption the Borrower intends to obtain).

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a **Fleet Vessel**) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 Other than Permitted Security Interests, no Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 The Owner will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

Accounting Reference Date

18.38 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.39 The Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.40 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.41 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.42 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.43 No Obligor is a US Tax Obligor.

No money laundering

18.44 In relation to the borrowing by the Borrower of the Revolving Credit Facility Loans, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

Times when representations are made

18.45 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.46 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.47 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.48 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 The Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of the Borrower and the Parent delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited consolidated financial statements for that financial year of the Borrower and the audited consolidated financial statements for that financial year for the Parent.

19.4 The Obligors shall supply to the Agent as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Obligors shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Agent.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Agent once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Obligors' obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrower or the Parent notify the Agent as soon as such financials have been posted on its home page and provide the Agent with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Agent with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Agent. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable).

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or the chief executive officer of the Parent.

Requirements as to financial statements

19.10 The Obligors shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) fairly present the financial condition and operations of the Group or (as the case may be) the Borrower as at the date as at which those financial statements were drawn up.

19.12 The Borrower shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower notifies the Agent that there has been a change in GAAP or the accounting practices, in which event, the Agent may request the Borrower to provide clarifications and the Borrower shall deliver to the Agent sufficient information to enable the Agent to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrower shall procure that each financial year-end of the Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrower shall deliver to the Agent:

(a) copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrower to its shareholders which are material to the Revolving Credit Facility and copies of all documents dispatched by the Parent, the Borrower and the Owner to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrower) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrower or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrower or any other Obligor regarding the financial condition, business and operations of the Borrower and the Obligors as the Agent or any Lender (through the Agent) may reasonably request, except to the extent that disclosure of such information would breach any law, regulation stock exchange requirement or listing rule;

(f) details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(ii) BW Group ceases to beneficially and legally hold (directly or indirectly) 30% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 30% or more of the voting rights normally exercisable at a general meeting of the Parent,

and in respect of (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrower or the Owner as agreed to by the Lenders in accordance with clause 21.30 (*No change in shareholdings*);

(h) details of any changes made to the Constitutional Documents of the Borrower or any Obligor if such changes might reasonably be expected to negatively impact on the rights and remedies of any Finance Party under the Finance Documents;

(i) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such;

(j) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect; and

(k) a Sustainability Compliance Certificate (as defined in Schedule 8 (*Sustainability Principles*)) complying with paragraph A of Schedule 8 (*Sustainability Principles*).

Notification of Default

19.16 The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Sufficient copies

19.18 The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and a document in electronic format shall be sufficient to satisfy this requirement provided that a single certified hard copy is provided to the Agent if the relevant document is required to be provided in certified form.

"Know your customer" checks

19.19 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 10% of an Obligor's share capital but only to the extent that the change in composition results in a shareholder who did not at the date of this Agreement have a shareholding of 10% or more in the Parent having such shareholding);

(c) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment; or

(d) a Lender's annual "know your customer" review process,

obliges the Agent, the relevant Hedging Provider or any Lender (or, in the case of paragraph (c) above, any prospective new Lender or a Hedging Provider) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender or any Hedging Provider (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or any Hedging Provider) or any Lender or any Hedging Provider (for itself or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender or any Hedging Provider) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender or any Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents (provided that the breakdown of the Sohmen Family Trust need not be provided unless the same is required by any applicable law or regulation).

19.20 Each Finance Party shall, promptly upon the request of the Agent or the Security Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Agent pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Agent, (ii) any Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Parent, is (in the opinion of the Agent, upon such documents and evidence as the Agent may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Agent (on behalf of the Majority Lenders),

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Security Documents).

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

Financial condition

20.3 The Parent shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) **Minimum Adjusted Equity:** On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) **Minimum Liquidity:** On a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.7 (*Provision and contents of Compliance Certificate*).

21 General undertakings

21.1 The Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of any Revolving Credit Facility Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws):

(i) applicable to its business; and

(ii) applicable to each Ship, its ownership, employment, operation, management and registration,

including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect; and

(c) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration.

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Revolving Credit Facility for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Revolving Credit Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act 1960 of Singapore or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws and anti-bribery laws; and

(b) institute and maintain policies and procedures designed to promote and achieve compliance with such laws.

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrower shall not, and the Borrower shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business,

in each case is or would be substantial in relation to the business of:

(i) the Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Agent (acting on the instructions of all Lenders with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrower and the Parent, which relates to any type of shipping, shipping finance and transportation business.

Merger

21.13 The Borrower shall not, and the Borrower shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "**merger**").

21.14 Clause 21.13 above shall not apply to any merger or amalgamation made with the prior written consent of the Agent (acting on the instruction of all of the Lenders) or where the Obligor concerned is the surviving entity.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Security Agent Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Security Agent is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (A*ssignments by the Lenders*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved by the Majority Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of any Revolving Credit Facility Loan, in a manner that:

(a) is a breach of Sanctions; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Finance Party.

21.21 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or any Finance Party becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions or would otherwise cause any Relevant Person or Finance Party to be in breach of Sanctions.

21.24 Each Obligor shall comply in all respects with all Sanctions and in particular the Borrower shall procure that the Owner of any Ship shall comply with Sanctions as well as the sanctions undertaking at clause 21.25 below when operating the Ship.

21.25 The Borrower shall comply with Sanctions as if they applied to it including but not limited to the provisions of Article 3n of Council Regulation (E.U.) No 833/2014 and US Executive Order 14071 and Determinations thereunder (the **Russian Price Cap Framework**), in each case related to the maritime transportation of oil or petroleum products of Russian Federation origin or exported from Russia (**Russian Oil Products**)). For the avoidance of doubt if the Borrower does not have direct access to price information and reasonably relies on an attestation showing that the Russian Oil Products were purchased at or below the applicable price cap under the Sanctions, after performing appropriate due diligence, and such attestation was falsified or provided by illegitimate actors, the Borrower will not be considered to be in breach of Sanctions within the meaning of the Agreement provided that the Borrower acted in good faith.

21.26 Specific Price Cap Undertaking

(a) The Borrower confirms to the best of its knowledge and belief after performing appropriate due diligence, that any Russian Oil Products carried on its Ships are transported in compliance with the Russian Price Cap Framework and any other similar restrictions on Russian Oil Products.

(b) On 31 January each year, with reference to the period of twelve (12) months ending on the preceding 31 December, the Borrower shall provide to the Agent an attestation in the form set out in Schedule 12 (*Form of Attestation to be issued by the Borrower*) duly signed by a legal representative of the Borrower.

(c) In the event that the terms of the Russian Price Cap Framework are materially amended, or revoked, such that the Borrower is no longer able to comply with the attestation requirements in (b) or the sanctions undertaking at clause 21.25 above, the Borrower and the Lenders will discuss and use best endeavours to agree to an amended attestation provision or sanctions undertaking at clause 21.25 above that the Borrower can reasonably comply with.

The Agent shall provide to the Lenders the attestation referred to in paragraph (b) above as soon as practicable after it receives it from the Borrower.

Listing

21.27 The Borrower shall procure that the Parent shall at all times during the Facility Period maintain the listing of its shares on a stock exchange which it is presently listed (or any other exchange acceptable to the Majority Lenders with their prior written consent) and does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause). For the avoidance of doubt, dual listing of the Parent's shares on the NYSE and Nasdaq stock exchange is permitted without the prior written consent of the Agent, acting on the instructions of the Majority Lenders.

Pari passu ranking

21.28 The Borrower and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.29 The Borrower and the Parent may service any shareholder loans or related party loans unless an Event of Default has occurred and is continuing or would arise from the same. The Borrower and the Parent shall procure that any shareholder loans (including any loan notes) between the Borrower and the Parent and any of its shareholders shall be documented on a basis that they are subordinated to the Revolving Credit Facility and the Hedging Contracts on terms consistent with clause 27.4 (*Distributions and other payments*). For the avoidance of doubt, the Owner shall be entitled to incur shareholder loans from the Borrower and the Parent and shall be entitled to service such shareholder loans at all times. Further, for the avoidance of doubt, no subordination agreement will be required in respect of any shareholder loans (including any loan notes) provided by the Parent to the Borrower.

No change in shareholdings

21.30 There will be no change in the shareholdings of the Borrower (which shall be directly or indirectly wholly owned by the Parent) or the Owner (which shall be directly or indirectly wholly owned by the Borrower) throughout the Facility Period without the prior written consent of all Lenders. No consent of the Lenders will be required under this clause 21.30 for any change of shareholding of the Borrower or any Owner where the Borrower or Owner remains directly or indirectly wholly owned by the Parent.

21.31 The Parent shall procure that no Security Interest is granted over any of the shares in the Borrower or the Owner.

22 Dealings with Ship

22.1 The Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Agent and, the Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Agent (acting on the instructions of all Lenders), the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Security Agent immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Agent shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except (a) with approval or (b) in respect of any sale whereby the Borrower will satisfy in full its obligations under clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), the Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager should be made on the basis that such Approved Manager shall enter into a Manager's Undertaking prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager (once appointed) unless such change is also approved.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

Notice of Mortgage

22.8 A framed printed notice of the Ship’s Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"**NOTICE OF MORTGAGE**

This Ship is subject to a first mortgage in favour of **Nordea Bank Abp, filial i Norge** of Essendrops gate 7,0368 Norway. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

Chartering

22.10 The Borrower shall procure that the Owner shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member; and

(b) ensure that any bareboat, demise, time or consecutive voyage charter in respect of any Ship is entered into on bona fide arm's length terms unless such bareboat, demise, time or consecutive voyage charter is to a Group Member (in which case the tenure of such charter shall be no more than 36 months).

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Poseidon Principles

22.12 The Borrower shall, upon the request of any Lender (made no later than 31 March in the relevant calendar year) and at the cost of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to such Lender in order for any Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrower. For the avoidance of doubt, such information shall be "Confidential Information" for the purposes of clause 42 (*Confidentiality*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

22.13 Further, no Default or Event of Default shall occur as a result of the Borrower failing to provide all or part of the information set out in this clause by the relevant Reporting Deadline Date.

Sustainability Principles

22.14 The Borrower shall ensure that the covenants in Schedule 8 (*Sustainability Principles*) are complied with.

23 Condition and operation of Ship

23.1 The Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not materially reduced.

Modification

23.4 Except with approval of the Agent (acting on the instructions of the Majority Lenders), the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value save that this provision shall not prevent any modification, repair, installation or maintenance work which is consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Removal of parts

23.5 Except with approval of the Agent (acting on the instructions of the Majority Lenders), no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the Owner free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Third party owned equipment

23.6 Except with approval of the Agent (acting on the instructions of the Majority Lenders), equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing material damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Majority Lenders. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

Inspection and notice of dry-docking

23.9 The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Agent shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrower and the Owner shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Agent shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the Owner, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default; (e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the Owner, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship's Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Agent shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval of the Agent, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrower or the Parent provides evidence to the Agent that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Majority Lenders.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrower has provided evidence of such additional insurance cover to the Agent).

Responsible ship recycling standards

23.20 The Borrower shall procure that the Owner obtains and maintains an inventory of Hazardous Material in respect of the Ship(s) owned by it, prior to the implementation date(s) for the same under the Hong Kong Convention and the Ship Recycling Regulation and in any event prior to its sale for recycling.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention.

24 Insurance

24.1 The Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the aggregate of the Revolving Credit Facility Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to “approved” means approved in writing by the Agent acting on the instructions of all Lenders (acting reasonably).

For the purpose of this clause 24:

(i) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(ii) Insurance companies and/or underwriters rated:

(A) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates; and

(B) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (*Coverage required*);

(iii) in respect to insurance brokers, all Lloyd's brokers and their local offices, Besse, Howden Group, Lockton Edge, Latitude Brokers, Cambiaso Risso, Tigermar Global Pte Ltd and Willis Towers Watson or such other insurance brokers approved by the Agent (acting on instructions of the Majority Lenders);

(iv) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs; and

(v) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib, GAREX and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increased value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increased value insurance);

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the Owner and (in the case of the Ship's hull cover) no other primary named assured (unless such other person has duly executed and delivered:

(i) in the case of any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrower, an Insurance Undertaking, in each case to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);

(b) if the Agent so requests, in the joint names of the Owner and the Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);

(c) in dollars or another currency requested by the Borrower and approved by all Lenders;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for an aggregate amount up to one hundred and twenty per cent (120%) of the aggregate of the Revolving Credit Facility Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments that do not form part of the Suspended Undrawn Revolving Credit Facility.

24.7 Each Lender may, for its own account (and, for the avoidance of doubt, at no cost to any Obligor), take out mortgagees interest insurance for non-performance of any insurance in respect of any of the Mortgaged Ships.

Fleet liens, set off and cancellations

24.8 If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.9 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.10 The Borrower shall and shall procure that the Owner shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Agent in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.11 The Borrower shall and shall procure that the Owner shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Agent with copies of all policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.12 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.13 The Agent shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

Letters of undertaking

24.14 Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.15 The interest of the Security Agent as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

Insurance correspondence

24.16 If so required by the Agent, and where reasonably practicable, the Agent shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.17 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.18 The Agent may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrower's cost (a) on the first Utilisation and (b) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Agent shall provide the Borrower with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.19 All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.20 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.21 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.22 All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.23 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25 Minimum security value

The Borrower undertakes that this clause 25 will be complied with throughout any Mortgage Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as determined in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured and each such other asset in accordance with this clause 25 shall be provided (a) in the case of each Ship, (i) as a condition precedent to the Effective Date pursuant to clauses 4.2 (*Conditions precedent to the Effective Date*) with such valuations provided being no older than forty five (45) days prior to the Effective Date, or (ii) as a condition precedent to any Release Commitment Date with such valuations for a Deferred Ship provided being no later than ten days prior to such Release Commitment Date (b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 6 (*Form of Compliance Certificate*), (c) for the purposes of clauses 7.15 (*Sale*) to 7.19 (*Total Loss*), if the latest semi-annual valuations provided pursuant to paragraph (b) above are older than ninety (90) days, no later than seven (7) days and no earlier than thirty (30) days before the relevant Mortgaged Ship's Disposal Repayment Date (Sale) or Disposal Repayment Date (Total Loss), (d) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) and (e) where there is an Event of Default which is continuing, at any other time as may be required by the Agent. In addition, for the purposes of clause 25.14 (*Release of additional security*) only, the Borrower, at its own cost, may check the valuations of any Mortgaged Ship at any time.

Expenses of valuation

25.3 The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Revolving Credit Facility shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Revolving Credit Facility) shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrower and the Agent (on the instructions of the Majority Lenders).

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Agent in its capacity as such for the benefit of all Lenders and made:

(a) on a fleet basis without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrower shall promptly provide to the Agent and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrower shall promptly appoint Approved Brokers to provide such a valuation. If the Borrower fails to do so promptly, the Agent may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrower. If the Borrower fails promptly to nominate two (2) Approved Brokers, then the Agent may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Agent shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the mean average of all of the three (3) valuations.

Security shortfall

25.12 If at any time following a valuation check contemplated by clause 25.2 (*Valuation frequency*) the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrower may:

(a) provide additional security over other assets reasonably approved by the Majority Lenders in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Majority Lenders then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Revolving Credit Facility pursuant to paragraph (b) below) which shall, without limiting the generality of the above, include provision of any Substitute Ship (in replacement of a Mortgaged Ship) in accordance with Clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*);

(b) prepay under and in accordance with clause 7.6 (*Voluntary prepayment*) a corresponding amount of the Revolving Credit Facility (and, for the avoidance of doubt, the Borrower may determine which Revolving Credit Facility Loan shall be prepaid as a consequence);

(c) cancel under clause 7.5 (*Voluntary cancellation*) a corresponding amount of the available and undrawn Total Revolving Credit Facility Commitments; and/or

(d) suspend part or whole of the undrawn and uncancelled Revolving Credit Facility Commitments which shall then constitute Suspended Undrawn Revolving Credit Facility for the purposes of this Agreement.

Any prepayment of any Revolving Credit Facility Loans pursuant to this clause 25.12 shall also result in the Total Revolving Credit Facility Commitments being automatically cancelled and reduced by the aggregate amount of such prepayments.

Creation of additional security

25.13 The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security, its value and the method of its valuation (except for in the case of any ship) have been approved by the Majority Lenders;

(b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and

(d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Agent holds additional security provided under clause 25.12 (*Security shortfall*) and/or there is any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), by at least five per cent (5%) of X (as defined in the definition of "Minimum Value"), disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Agent, require the release and discharge of that additional security and/or require that such Suspended Undrawn Revolving Credit Facility be included as Total Revolving Credit Facility Commitments and, subject to clause 6.1 (*Reduction – Revolving Credit Facility*), available in full for drawing again. In relation to the release of additional security under this clause the Agent shall promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.15 Subject to no Event of Default which is continuing, if at any time the Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Agent (acting on the instructions of all the Lenders) shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is a chemical, handy, LR1, LR2 or MR vessel and no older than the average age of the then Mortgaged Ships (and in any case, no older than the Mortgaged Ship being substituted);

(b) the Substitute Ship is seaworthy and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) subject to clause 25.12 (*Security shortfall*), the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, save that this paragraph (c) shall not apply to a substitution arising under clause 7.16(a) since paragraph (g) shall apply instead;

(d) equivalent guarantees and Security Interests are entered into in respect of the Substitute Ship on the date of substitution or, in the case of clause 7.16(a), within the time period required by that clause, on substantially the same terms or similar as the guarantees and Security Interests which are in place for all other Ships (including but not limited to (if required) a Shipowner Guarantee, the Mortgage, the Deed of Covenant (if applicable), the General Assignment (if applicable), any Manager's Undertaking, any Insurance Undertaking, any notices of assignment and acknowledgements of those notices as required by any of such Security Documents and evidence that such Mortgage is registered against such Substitute Ship through the relevant Registry under the laws and flag of the relevant Flag State), and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the reasonable satisfaction of the Lenders) and receipt of legal opinions approved by the Agent in relation to such Security Documents;

(e) the Lenders being satisfied with such documentation and information in relation to a Substitute Owner as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party, it being understood that such "know you customer" or similar identification procedures shall be no more onerous than those each other Owner has completed by virtue of being an Obligor under this Agreement and shall not be required if the Substitute Owner is an existing Obligor prior to the relevant substitution;

(f) in relation to such Substitute Ship:

(i) evidence that it is legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(ii) evidence that it is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for such Substitute Ship issued by the relevant Approved Classification Society;

(iii) evidence that it is insured in the manner required by the Finance Documents, together with an opinion from insurance consultants appointed by the Agent on such Insurances and evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances; and

(iv) copies of (i) the document of compliance issued in accordance with the ISM Code to the person who is the operator of such Substitute Ship for the purposes of that code; (ii) the safety management certificate in respect of such Substitute Ship issued in accordance with the ISM Code; (iii) the international ship security certificate in respect of each Ship issued under the ISPS Code; (iv) the certificate of financial responsibility issued pursuant to the United States law;

(v) where a technical manager of such Substitute Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for such Substitute Ship; or where such Substitute Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Substitute Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Substitute Ship; and

(g) in relation to clause 7.16(a) only, the Substitute Ship being provided in substitution of the Mortgaged Ship that was sold shall have a Fair Market Value no less than the Fair Market Value of that Mortgaged Ship at the time of the relevant Disposal Repayment Date (Sale), such Fair Market Value of the Substitute Ship being determined no earlier than 30 days prior to it becoming a Substitute Ship and being determined on terms consistent with those set out in clause 25 (*Minimum security value*).

25.16 If the conditions in clause 25.15 are met to the Agent's satisfaction, the Security Agent shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

25.17 **Release of security**

If the aggregate Fair Market Value of the Mortgaged Ships covers at least 200% of the Total Revolving Credit Facility Commitments (not including any Suspended Undrawn Revolving Credit Facility), the Borrower shall be permitted to request a release of Ships from the security granted in support of the Revolving Credit Facility, as long as the aggregate Fair Market Value of the Mortgaged Ships after such release covers at least 165% of the Total Revolving Credit Facility Commitments (less any Suspended Undrawn Revolving Credit Facility).

26 Hedging Contracts

26.1 The Borrower undertakes that this clause 26 will be complied with throughout the Facility Period and, with respect to any hedging entered into by the Borrower with a Hedging Provider under a Hedging Contract for an aggregate notional principal amount that is equal to or less than the Revolving Credit Facility Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility), payments under any such Hedging Contract shall be payable at the end of each relevant Interest Period and no Hedging Transaction forming part of a Hedging Contract shall extend beyond the Final Reduction Date.

Hedging Contracts

26.2 If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of its exposure under this Agreement to interest rate fluctuations, it shall advise the Agent in writing.

26.3 If the Borrower proposes to enter into any such Treasury Transaction, the Borrower shall offer to the Hedging Providers the right of first refusal to enter into the proposed Treasury Transaction as its counterparties on those Treasury Transactions. The Hedging Providers shall respond to the Borrower within five (5) Business Days from being notified by the Borrower with respect to their choice to enter into the proposed Treasury Transaction with the Borrower and provide its pricing and terms.

26.4 If the pricing and terms offered by any of the Hedging Providers to the Borrower within such period for such Treasury Transaction is not competitive with the pricing and terms provided by another Hedging Provider, the Borrower may disclose such pricing to such Hedging Provider so that such Hedging Provider may amend its pricing to match the pricing offered to the Borrower by another Hedging Provider. Subject to Clause 26.6, the Borrower will enter into the proposed Treasury Transaction with Hedging Providers that have provided or matched the most competitive pricing (the **Relevant Hedging Providers**) pro-rata according to its Revolving Credit Facility Commitment under this Revolving Credit Facility provided that if this will result in less than the full interest exposure that the Borrower wishes to hedge, the Borrower will be entitled to share the shortfall amount amongst each Relevant Hedging Provider who wishes to participate in the shortfall pro-rata according to its Revolving Credit Facility Commitment under this Facility to the aggregate Revolving Credit Facility Commitments of all such Relevant Hedging Providers.

26.5 If the pricing and terms offered by any Hedging Provider to the Borrower within such period (including, without limitation, any revised terms matching the pricing offered to the Borrower by the most competitive Hedging Provider) for such Treasury Transaction is not competitive with the pricing and terms available to the Borrower in the market, the Borrower may enter into the proposed Treasury Transaction with a third party (a **Third Party Hedging Provider**) on terms better than those offered by that Hedging Provider. Further, if the most competitive Hedging Providers (after any right to match set out at clause 26.4) are unable to cover the full amount that the Borrower wants to hedge, the Borrower may enter into a Treasury Transaction with a Third Party Hedging Provider for the shortfall on terms no more favorable to the Third Party Hedging Provider as those offered by such competitive Hedging Providers.

26.6 For the avoidance of doubt, notwithstanding the above, the Borrower shall have no obligation under this clause to enter into a Treasury Transaction with a particular Hedging Provider that wishes to enter into a Treasury Transaction with the Borrower where the pricing and terms offered by that Hedging Provider are more competitive than the pricing and terms offered by Third Party Hedging Providers but less competitive than the pricing and terms offered for such Treasury Transactions by another Hedging Provider.

26.7 Where the relevant hedge counterparty is a Hedging Provider, it shall share a first priority Security Interest in the Charged Property with the Lenders but will rank after the Lenders in respect of any amounts owing to that Hedging Provider under the relevant Hedging Contract.

26.8 Where the relevant hedging counterparty is a Third Party Hedging Provider, it shall not be a party to this Agreement or any of the Finance Documents and it shall not share a Security Interest in the Charged Property with the Lenders or the Hedging Providers in respect of any amounts owing to such counterparty under such Treasury Transaction.

26.9 Any Treasury Transaction concluded with a Hedging Provider in relation to the Revolving Credit Facility shall be on the terms of a Hedging Master Agreement. If and when any Treasury Transaction with a Hedging Provider has been concluded in relation to the Revolving Credit Facility, it shall constitute a Hedging Contract for the purposes of the Finance Documents.

Information concerning Hedging Contracts

26.10 The Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

26.11 Each Hedging Provider hereby authorises the Borrower to provide to the Agent any such information as referred to in clause 26.10 above.

27 Business restrictions

27.1 Except as otherwise approved by the Majority Lenders the Borrower undertakes that this clause 27 will be complied with throughout the Facility Period.

Loans and credit

27.2 The Borrower shall not make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

27.3 Neither the Parent, the Borrower nor the Owner shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

27.4 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), neither the Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of distribution, interest, repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan note, loan stock or similar instrument.

27.5 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), the Borrower and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

28 Events of Default

28.1 Each of the events or circumstances set out in clauses 28.2 to 28.41 is an Event of Default.

Non-payment

28.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

28.3 For the purposes of clause 28.2 and subject to the Agent's right to demand interest under clauses 8.4 to 8.5 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

28.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Agent in accordance with clause 19.7.

Value of security

28.5 The Borrower does not comply with clause 25.12 (*Security shortfall*).

Insurance

28.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

28.7 Prior to any replacement cover being placed which has been approved by the Agent, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Agent (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

28.8 An Obligor does not comply with any provision of the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) (other than those referred to in clause 28.2 (*Non- payment*), clause 28.4 (*Financial covenants*), clause 28.5 (*Value of security*), clauses 28.6 to 28.7 (*Insurance*) and clause 22.14 (*Sustainability Principles*)).

28.9 No Event of Default under clause 28.8 above will occur if the Agent (acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Agent giving notice to the Borrower, the Parent or the Owner and (B) the Borrower, the Parent or the Owner becoming aware of the failure to comply, provided in the case of clauses 19.15(i), 19.15(j) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

28.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

28.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

28.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

28.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

28.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a “Termination Event” as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

28.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

28.16 No Event of Default will occur under clauses 28.11 to 28.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 28.11 to 28.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies) in respect of any Obligor or their Subsidiaries.

Insolvency

28.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

28.18 The value of the assets of any Obligor (except for the Owner) is less than its liabilities (taking into account contingent and prospective liabilities).

28.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

28.20 In the context of the balance sheet solvency of any Owner, if the Auditors of the Borrower or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Agent acting on behalf of the Lenders (acting reasonably) to be material and (within thirty (30) days following the receipt by the Agent of the relevant accounts and notification to the Borrower from the Agent that such qualification is deemed by the Agent to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Agent that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of that Owner or (ii) to agree with the Agent (acting on the instructions of the Lenders) a methodology for satisfying the Agent (acting on the instructions of the Lenders) that the qualification has no substantive adverse implications for the credit standing of that Owner.

Insolvency proceedings

28.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor, any assets of any Owner or all or substantially all of the assets of any other Obligor (including the directors of any Owner requesting a person to appoint any such officer in relation to it or any of its assets or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

28.22 No Event of Default will occur under clause 28.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

28.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

28.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lenders may agree.

28.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any assets of any Owner or enforcement of any Security Interest over all or substantially all of the assets of any other Obligor.

28.26 No Event of Default shall occur under clauses 28.23 to 28.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 28.23 to 28.25 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 28.25 only:

(i) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement;

(ii) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(iii) solely by virtue of any Mortgaged Ship being arrested.

Unlawfulness and invalidity

28.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.

28.28 Any obligation or obligations of any Obligor under any Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement).

28.29 Any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.

28.30 Subject to the Legal Reservations and Perfection Requirements, any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

28.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 28.31 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

28.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned direct or indirect Subsidiary of the Parent.

Expropriation

28.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 28.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents (other than a Hedging Contract or a Hedging Master Agreement)

28.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or evidences an intention to rescind or repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement).

Litigation

28.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

28.36 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

28.37 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Agent giving notice to the Borrower or relevant party to the applicable Non-obligor Security Document and (B) the Borrower or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

28.38 Except with approval or as otherwise permitted by the terms of this Agreement, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

28.39 The Flag State of any Mortgaged Ship or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Agent, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Agent to do so, such action as the Agent may require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Hedging Contracts

28.40 An Event of Default (as defined in any Hedging Contract or such other equivalent definition(s) in any Hedging Contract) has occurred and is continuing under any Hedging Contract.

28.41 An Early Termination Date (as defined in any Hedging Contract or such other equivalent definitions in any Hedging Contract) is designated under any Hedging Contract under section 6(a) of the relevant Hedging Master Agreement.

28.42 No Event of Default will occur under clauses 28.40 or 28.41 (*Hedging Contracts*) at any time during the Loan Period.

Acceleration

28.43 On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

(a) cancel the Total Revolving Credit Facility Commitments at which time they shall immediately be cancelled; and/or

(b) declare that all or part of the Revolving Credit Facility Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) declare that all or part of the Revolving Credit Facility Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(d) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

28.44 For the avoidance of doubt, no Event of Default will occur under clauses 28.10, 28.21, 28.22, 28.27, 28.28, 28.31 and 28.32 if:

(a) security is released as required by clause 25.14 (*Release of additional security*); or

(b) security is released as permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) or clause 25.17 (*Release of security*).

29 Changes to the Lenders

Assignments and transfers by the Lenders

29.1 Subject to this clause 29, a Lender (the **Existing Lender**) may assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to another bank or financial institution, trust, fund, insurer, reinsurer, or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment or transfer

29.2 The consent of the Borrower is required for an assignment or transfer by a Lender, unless the assignment or transfer is:

(a) to another Lender or an Affiliate of a Lender; or

(b) at a time when an Event of Default has occurred and is continuing unremedied and unwaived.

29.3 Any consent of the Borrower in relation to an assignment or transfer as described in Clause 29.2 above shall:

(a) in the case of an assignment or transfer to a trust, fund, insurer, reinsurer or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrower; and

(b) in the case of an assignment or transfer to another bank or financial institution, not be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrower within that time.

29.4 An assignment will only be effective:

(a) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrower and the other Finance Parties as it would have been under if it was an Original Lender;

(b) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Original Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;

(c) if the Revolving Credit Facility Commitment transferred shall be in an amount not less than ten million dollars ($10,000,000) (unless the assignment is of all an Existing Lender's Revolving Credit Facility Commitments and all of its participation in the Revolving Credit Facility Loans); and

(d) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

29.5 A transfer will be effective only if the procedure set out in clause 29.17 (*Procedure for transfer*) is complied with.

29.6 Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment or transfer becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

29.7 If:

(a) a Lender assigns or transfers any of its rights under the Finance Documents or changes its Facility Office; and

(b) as a result of circumstances existing at the date the assignment or transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (*Tax Gross Up and Indemnities*) or clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment or transfer or change had not occurred.

Fee and expenses

29.8 The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $10,000. No Obligor shall be responsible for any cost and expenses (whether legal fees or otherwise) associated with any assignment or transfer by a lender of its rights under this Agreement.

Limitation of responsibility of Existing Lender

29.9 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(b) the financial condition of any Obligor;

(c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;

(d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or

(e) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

29.10 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(a) has made (and shall continue to make) its own independent investigation and assessment of :

(i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and

(ii) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document;

(b) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and

(c) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Revolving Credit Facility Commitment is in force.

29.11 Nothing in any Finance Document obliges an Existing Lender to:

(a) accept a re-assignment or re-transfer from a New Lender of any of the rights assigned or transferred under this clause 29 (*Changes to the Lenders*); or

(b) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or by reason of the application of any Basel II Regulation to the transactions contemplated by the Finance Documents or otherwise.

Procedure for assignment

29.12 Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*) an assignment may be effected in accordance with clause 29.15 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 29.4 which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to clause 29.13, as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

29.13 The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

29.14 Subject to the Borrower providing its consent under clause 29.2 (*Conditions of assignment*) if required, the Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultations with them.

29.15 On the Transfer Date:

(a) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;

(b) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and

(c) the New Lender shall become a Party to the Finance Documents as a "Lender" for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.

29.16 Lenders may utilise procedures other than those set out in clauses 29.12 to 29.15 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with clauses 29.12 to 29.15 (*Procedure for assignment*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*).

Procedure for transfer

29.17

(a) Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all “know your customer” and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the Discharged Rights and Obligations);

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the other Finance Parties and the New Lender shall acquire the same rights and assume the same obligations between themselves under this Agreement as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Existing Lender and the other Finance Parties shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a “Lender”.

(d) The procedure set out in this clause 29.17 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition of any applicable restriction shall have been satisfied.

Copy of Transfer Certificate to Borrower

29.18 The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under clause 29.4, send a copy of that Transfer Certificate and such other documents to the Borrower.

Security over Lenders' rights

29.19 In addition to the other rights provided to Lenders under this clause 29, each Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of any Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, pledge, assignment or Security Interest shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

The limitations on assignments or transfers by a Lender set out in any Finance Document, in particular in clause 29 (*Changes to the Lenders*), shall not apply to the creation or enforcement of any Security Interest pursuant to this clause 29.19.

30 Changes to the Obligors

30.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement (unless prohibited in those documents)).

31 Roles of Agent, Security Agent and Arranger

Appointment of the Agent

31.1 Each other Finance Party (other than the Security Agent) appoints the Agent to act as its agent under and in connection with the Finance Documents.

31.2 Each such other Finance Party authorises the Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

Instructions to Agent

31.3 The Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(i) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and

(ii) in all other cases, the Majority Lenders; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.4 The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.5 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

31.6 The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.7 In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.8 The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.8 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Duties of the Agent

31.9 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

31.10 The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

31.11 Without prejudice to clause 29.18 (*Copy of Transfer Certificate to Borrower*), clause 31.10 shall not apply to any Transfer Certificate.

31.12 Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

31.13 If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

31.14 If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement or any non-payment or other fee payable to a Hedging Provider under a Hedging Contract it shall promptly notify the other Finance Parties.

31.15 The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

31.16 Amounts paid in error

(a) If the Agent pays an amount to another Party and the Agent notifies that Party that such payment was an Erroneous Payment then the Party to whom that amount was paid by the Agent shall on demand refund the same to the Agent (for the avoidance of doubt, Agent shall bear the costs of any relevant bank transfer) from the date of payment to the date of receipt by the Agent.

(b) Neither:

(i) the obligations of any Party to the Agent; nor

(ii) the remedies of the Agent,

(whether arising under this Clause 31.16 or otherwise) which relate to an Erroneous Payment will be affected by any act, omission, matter or thing which, but for this paragraph (b), would reduce, release or prejudice any such obligation or remedy (whether or not known by the Agent or any other Party).

(c) All payments to be made by a Party to the Agent (whether made pursuant to this Clause 31.16 or otherwise) which relate to an Erroneous Payment shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

(d) In this Agreement, "Erroneous Payment" means a payment of an amount by the Agent to another Party which the Agent determines (in its sole discretion) was made in error.

Role of the Arrangers and Sustainability Co-ordinator

31.17 Except as specifically provided in the Finance Documents, the Arrangers and the Sustainability Co-ordinator have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

No fiduciary duties

31.18 Nothing in this Agreement constitutes the Agent, the Sustainability Agent or an Arranger or the Sustainability Co-ordinator as a trustee or fiduciary of any other person.

31.19 None of the Agent, the Sustainability Agent, the Security Agent, any Arranger or the Sustainability Co-ordinator shall be bound to account to any Lender or any Hedging Provider for any sum or the profit element of any sum received by it for its own account or have any obligations to the other Finance Parties beyond those expressly stated in the Finance Documents.

Business with the Group

31.20 The Agent, the Security Agent, the Sustainability Agent, any Arranger and the Sustainability Co-ordinator may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.

Rights and discretions of the Agent

31.21 The Agent may

(a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised and shall have no duty to verify any signature on any documents;

(b) assume that:

(i) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(ii) unless it has received notice of revocation, that those instructions have not been revoked; and

(c) rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate.

31.22 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:

(a) no Default has occurred (unless it has actual knowledge of a Default arising under clauses 28.2 (*Non-payment*));

(b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(c) any notice or request made by the Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

31.23 The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in the conduct of its obligations and responsibilities under the Finance Documents.

31.24 Without prejudice to the generality of clause 31.23 or clause 31.25, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

31.25 The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

31.26 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(a) be liable for any error of judgment made by any such person; or

(b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

unless such error or such loss was directly caused by the Agent's gross negligence or wilful misconduct.

31.27 Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

31.28 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. The Agent and any Arranger may do anything which in its opinion, is necessary or desirable to comply with any law or regulation of any jurisdiction.

31.29 Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.30 Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 19 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

Responsibility for documentation and other matters

31.31 Neither the Agent, the Sustainability Agent, any Arranger, the Sustainability Co-ordinator nor the Facility Co-ordinator is responsible or liable for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, the Sustainability Agent, the Sustainability Co-ordinator, the Facility Co-ordinator, any Arranger, an Obligor or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or of any representations in any Finance Document or of any copy of any document delivered under any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) any loss to the Trust Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;

(e) accounting to any person for any sum or the profit element of any sum received by it for its own account;

(f) the failure of any Obligor or any other party to perform its obligations under any Finance Document or the financial condition of any such person;

(g) ascertaining whether all deeds and documents which should have been deposited with it (or the Security Agent) under or pursuant to any of the Security Documents have been so deposited;

(h) investigating or making any enquiry into the title of any Obligor to any of the Charged Property or any of its other property or assets;

(i) failing to register any of the Security Documents with the Registrar of Companies or any other public office;

(j) failing to register any of the Security Documents in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;

(k) failing to take or require any Obligor to take any steps to render any of the Security Documents effective as regards property or assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;

(l) (unless it is the same entity as the Security Agent) the Security Agent and/or any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under the Security Documents; or

(m) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

31.32 The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

Exclusion of liability

31.33 Without limiting clause 31.34 (and without prejudice to any other provision of the Finance Documents excluding or limiting the liability of the Agent) the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Charged Property, unless directly caused by its gross negligence or wilful misconduct;

(b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Charged Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Charged Property; or

(c) without prejudice to the generality of paragraphs (a) and (b) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(i) any act, event or circumstance not reasonably within its control; or

(ii) the general risks of investment in, or the holding of assets in, any jurisdiction, including

(in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Payment Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

31.34 No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

31.35 The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

31.36 Nothing in this Agreement shall oblige the Agent or any Arranger to carry out

(a) any "know your customer" or other checks in relation to any person; or

(b) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender or any Hedging Provider and each Lender and each Hedging Provider confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Arranger.

31.37 Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Charged Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the Agent

31.38 Each Lender shall (in proportion (if no part of the Revolving Credit Facility Loan is then outstanding) to their shares of the Total Revolving Credit Facility Commitments or (at any other time) to their participations in the Revolving Credit Facility Loan and any undrawn Revolving Credit Facility Commitments under the Revolving Credit Facility) indemnify the Agent, within six (6) Business Days of demand, against:

(a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 35.20 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and

(b) any other Losses in relation to any FATCA-related liability (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 31.23 (*Rights and discretions of the Agent*) and any Receiver in acting as its agent under the Finance Documents

in each case incurred by the Agent in acting as such under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property).

31.39 Subject to clause 31.40, the Borrower shall within six (6) Business Days of demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 31.38.

31.40 Clause 31.39 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

Resignation of the Agent

31.41 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, each Hedging Provider, the Security Agent and the Borrower.

31.42 Alternatively the Agent may resign by giving notice to the other Finance Parties and obtaining the Borrower’s consent (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when a Default is continuing.

31.43 If the Majority Lenders have not appointed a successor Agent in accordance with clause 31.42 above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Borrower and subject to the consent of the Borrower if required under clause 31.42 above) may appoint a successor Agent.

31.44 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 31.43, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 31 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees.

31.45 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.46 The Agent's resignation notice shall only take effect upon the appointment of a successor.

31.47 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.45) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

Replacement of the Agent

31.48 After obtaining the prior consent of the Borrower (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), the Majority Lenders may, by giving thirty (30) days' notice to the Agent replace the Agent by appointing a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when an Default is continuing.

31.49 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.50 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent so long as, if required, the Borrower’s consent to the change of agent has been obtained. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.49) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

31.51 Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

31.52 The Agent shall resign in accordance with clause 31.48 above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 31.48 above) if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(a) the Agent fails to respond to a request under clause 12.23 to 12.26 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(b) the information supplied by the Agent pursuant to Clause 12.23 to 12.26 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(c) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

Confidentiality

31.53 In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its department, division or team directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions, departments or teams.

31.54 If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

31.55 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any Confidential Information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

Relationship with the Lenders and Hedging Providers

31.56 The Agent may treat the person shown in its records as Lender or as Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) a Hedging Provider acting through its Facility Office:

(a) entitled to or liable for any payment due under any Finance Document on that day; and

(b) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five (5) Business Days prior notice from that Lender or (as the case may be) a Hedging Provider to the contrary in accordance with the terms of this Agreement.

31.57 Any Lender or a Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) a Hedging Provider under the Finance Documents. Such notice shall contain the address and electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, electronic mail address, department and officer by that Lender or (as the case may be) a Hedging Provider for the purposes of clause 37.2 (*Addresses*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) a Hedging Provider.

31.58 Each Lender and each Hedging Provider shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent or the Security Agent to perform its functions as Agent or Security Agent.

31.59 Each Lender and each Hedging Provider shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

Credit appraisal by the Lenders and Hedging Providers

31.60 Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and each Hedging Provider confirms to each other Finance Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each Obligor and other Group Member;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) whether any Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Charged Property;

(e) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of the Security Documents or the existence of any Security Interest affecting the Charged Property.

Deduction from amounts payable by the Agent

31.61 If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

Common parties

31.62 Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the Finance Parties and (as appropriate) security agent and trustee for the Finance Parties. Where any Finance Document provides for the Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

Security Agent

31.63 Each other Finance Party appoints the Security Agent to act as its agent and (to the extent permitted under any applicable law) trustee under and in connection with the Security Documents and confirms that the Security Agent shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to the beneficiaries of those Security Documents.

31.64 Each other Finance Party authorises the Security Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Agent and/or the Majority Lenders for execution by it.

31.65 The Security Agent accepts its appointment under clause 31.63 (*Security Agent*) as trustee of the Trust Property with effect from the date of this Agreement and declares that it holds the Trust Property on trust for itself, the other Finance Parties (for so long as they are Finance Parties) on and subject to the terms set out in clauses 31.63 - 31.82 (inclusive) and the Security Documents to which it is a party.

Application of certain clauses to Security Agent

31.66 Clauses 31.21 to 31.30 (*Rights and discretions of the Agent*), clause 31.31 (*Responsibility for documentation and other matters*), clause 31.32 (*No duty to monitor*), clauses 31.33 to 31.37 (*Exclusion of liability*), clauses 31.38 to 31.40 (*Lenders' indemnity to the Agent*), clauses 31.41 to 31.47 (*Resignation of the Agent*), clauses 31.48 to 31.52 (*Replacement of Agent*) clauses 31.53 to 31.55 (*Confidentiality*), clauses 31.56 to 31.59 (*Relationship with the Lenders and Hedging Providers*), clause 31.60 (*Credit appraisal by the Lenders and Hedging Providers*) and clause 31.61 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the Security Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "Security Agent" in its capacity as such and, in clauses 31.21 to 31.30 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.

31.67 In addition, clauses 31.41 to 31.47 (*Resignation of the Agent*) and clauses 31.48 to 31.52 shall, for the purposes of their application to the Security Agent pursuant to clause 31.66, have the following additional clause inserted after them:

(a) At any time after the appointment of a successor, the retiring Security Agent shall do and execute all acts, deeds and documents reasonably required by its successor to transfer to it (or its nominee, as it may direct) any property, assets and rights previously vested in the retiring Security Agent pursuant to the Security Documents and which shall not have vested in its successor by operation of law. All such acts, deeds and documents shall be done or, as the case may be, executed at the cost of the retiring Security Agent (except where the Security Agent is retiring under clause 31.48 as extended to it by clause 31.66, in which case such costs shall be borne by the Lenders (in proportion (if no Revolving Credit Facility Loan is then outstanding) to their shares of the Total Revolving Credit Facility Commitments or (at any other time) to their participations in the Revolving Credit Facility Loans and any undrawn Revolving Credit Facility Commitments under the Revolving Credit Facility).

Instructions to Security Agent

31.68 The Security Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Agent; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.69 The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Agent as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.70 Unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

31.71 The Security Agent may refrain from acting in accordance with any instructions of the Agent until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.72 In the absence of instructions, the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.73 The Security Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.73 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Order of application

31.74 The Security Agent agrees to apply the Trust Property and each other beneficiary of the Security Documents agrees to apply all moneys received by it in the exercise of its rights under the Security Documents in accordance with the following respective claims:

(a) **first**, as to a sum equivalent to the amounts payable to the Security Agent under the Finance Documents (excluding any amounts received by the Security Agent pursuant to clauses 31.38 to 31.40 (*Lenders' indemnity to the Agent*) as extended to the Security Agent pursuant to clause 31.66 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;

(b) **secondly**, as to a sum equivalent to the aggregate amount then due and owing to the other Finance Parties (other than the Hedging Providers) under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement), for those Finance Parties absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(c) **thirdly**, as to a sum equivalent to the aggregate amount then due and owing to the Hedging Providers under the Hedging Contracts or any Hedging Master Agreement, for those Hedging Providers absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(d) **fourthly**, until such time as the Security Agent is satisfied that all obligations owed to the Finance Parties have been irrevocably and unconditionally discharged in full, held by the Security Agent on a suspense account for payment of any further amounts owing to the Finance Parties under the Finance Documents and further application in accordance with this clause 31.74 as and when any such amounts later fall due; and

(e) **fifthly**, as to the balance (if any), for the Obligors by or from whom or from whose assets the relevant amounts were paid, received or recovered or other person entitled to them.

31.75 The Security Agent and each other beneficiary of the Security Documents shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, it save that (without prejudice to any other provision contained in any of the Security Documents) the Security Agent (acting on the instructions of the Agent) and any other beneficiary of the Security Documents or any receiver or administrator may credit any moneys received by it to a suspense account for so long and in such manner as the Security Agent), any other beneficiary of the Security Documents or such receiver or administrator may from time to time determine with a view to preserving the rights of the Finance Parties or any of them to prove for the whole of their respective claims against the Borrower or any other person liable.

31.76 The Security Agent and/or any other beneficiary of the Security Documents shall obtain a good discharge in respect of the amounts expressed to be due to the other Finance Parties as referred to in clauses 31.74 and 31.75 by paying such amounts to the Agent for distribution in accordance with clause 35 (*Payment mechanics*).

Powers and duties of the Security Agent as trustee of the security

31.77 In its capacity as trustee in relation to the Trust Property, the Security Agent:

(a) shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with the provisions of this Agreement or any of the Security Documents), have all the same powers and discretions as a natural person acting as the beneficial owner of such property and/or as are conferred upon the Security Agent by this Agreement and/or any Security Document but so that the Security Agent may only exercise such powers and discretions to the extent that it is authorised to do so by the provisions of this Agreement;

(b) shall (subject to clause 31.74 (*Order of application*)) be entitled (in its own name or in the names of nominees) to invest moneys from time to time forming part of the Trust Property or otherwise held by it as a consequence of any enforcement of the security constituted by any Finance Document which, in the reasonable opinion of the Security Agent, it would not be practicable to distribute immediately, by placing the same on deposit in the name or under the control of the Security Agent as the Security Agent may think fit without being under any duty to diversify the same and the Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations except for any loss arising from the Security Agent's gross negligence or wilful misconduct;

(c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, employ and pay any agent (whether being a lawyer or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Agent (including the receipt and payment of money) and on the basis that (i) any such agent engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner or employee of his or her in connection with such employment and (ii) the Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such agent if the Security Agent shall have exercised reasonable care in the selection of such agent; and

(d) may place all deeds and other documents relating to the Trust Property which are from time to time deposited with it pursuant to the Security Documents in any safe deposit, safe or receptacle selected by the Security Agent exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care and may make any such arrangements as it thinks fit for allowing Obligors access to, or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession if it has exercised reasonable care in the selection of a safe deposit, safe, receptacle or firm of solicitors or company (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

All enforcement action through the Security Agent

31.78 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in favour of the Security Agent only or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent.

31.79 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in their favour or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent. If any Finance Party (other than the Security Agent) is a party to any Security Document it shall promptly upon being requested by the Agent to do so grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to exercise any rights, discretions or powers or to grant any consents or releases under such Security Document.

Co-operation to achieve agreed priorities of application

31.80 The other Finance Parties shall co-operate with each other and with the Security Agent and any receiver or administrator under the Security Documents in realising the property and assets subject to the Security Documents and in ensuring that the net proceeds realised under the Security Documents after deduction of the expenses of realisation are applied in accordance with clause 31.74 (*Order of application*).

Indemnity from Trust Property

31.81 In respect of all liabilities, costs or expenses for which the Obligors are liable under this Agreement, the Security Agent and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate (each a **Relevant Person**) shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, damages, costs, claims, charges or expenses whatsoever properly incurred or suffered by such Relevant Person:

(a) in the execution or exercise or bona fide purported execution or exercise of the trusts, rights, powers, authorities, discretions and duties created or conferred by or pursuant to the Finance Documents;

(b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;

(c) in respect of any Environmental Claim made or asserted against a Relevant Person which would not have arisen if the Finance Documents had not been executed; and

(d) in respect of any matter or thing done or omitted in any way in accordance with the terms of the Finance Documents relating to the Trust Property or the provisions of any of the Finance Documents.

31.82 The rights conferred by clause 31.81 are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents. Nothing contained in clause 31.81 shall entitle the Security Agent or any other person to be indemnified in respect of any liabilities, damages, costs, claims, charges or expenses to the extent that the same arise from such person's own gross negligence or wilful misconduct.

Finance Parties to provide information

31.83 The other Finance Parties shall provide the Security Agent with such written information as it may reasonably require for the purposes of carrying out its duties and obligations under the Security Documents and, in particular, with such necessary directions in writing so as to enable the Security Agent to make the calculations and applications contemplated by clause 31.74 (*Order of application*) above and to apply amounts received under, and the proceeds of realisation of, the Security Documents as contemplated by the Security Documents, clauses 35.8 to 35.10 (*Partial payments*) and clause 31.74 (*Order of application*).

Release to facilitate enforcement and realisation

31.84 Each Finance Party acknowledges that pursuant to any enforcement action by the Security Agent (or a Receiver) carried out on the instructions of the Agent it may be desirable for the purpose of such enforcement and/or maximising the realisation of the Charged Property being enforced against, that any rights or claims of or by the Security Agent (for the benefit of the Finance Parties) and/or any Finance Parties against any Obligor and/or any Security Interest over any assets of any Obligor (in each case) as contained in or created by any Finance Document, other than such rights or claims or security being enforced, be released in order to facilitate such enforcement action and/or realisation and, notwithstanding any other provision of the Finance Documents, each Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to fully effect such enforcement action and realisation including, without limitation, to the extent necessary for such purposes to execute release documents in the name of and on behalf of the Finance Parties.

Undertaking to pay

31.85 Each Obligor which is a Party undertakes with the Security Agent on behalf of the Finance Parties that it will, within six (6) Business Days of demand by the Security Agent, pay to the Security Agent all money from time to time owing, and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.

Additional trustees

31.86 The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrower to appoint any person approved by the Borrower (such approval not to be unreasonably withheld or delayed) either to act as separate trustee or as co-trustee jointly with the Security Agent:

(a) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;

(b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or

(c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and any person so appointed shall (subject to the provisions of this Agreement) have such rights (including as to reasonable remuneration), powers, duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Agent shall have power to remove any person so appointed. At the request of the Security Agent, the other parties to this Agreement shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Agent in its name and on its behalf to do the same. Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent and (subject always to the provisions of this Agreement) have such trusts, powers, authorities, liabilities and discretions (not exceeding those conferred on the Security Agent by this Agreement and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (being no less onerous than would have applied to the Security Agent but for the appointment). The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

Non-recognition of trust

31.87 It is agreed by all the parties to this Agreement that:

31.88 in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be constituted by this clause 31, the relationship of the Security Agent and the other Finance Parties shall be construed as one of principal and agent, but to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties to this Agreement; and

31.89 the provisions of this clause 31 insofar as they relate to the Security Agent in its capacity as trustee for the Finance Parties and the relationship between themselves and the Security Agent as their trustee may be amended by agreement between the other Finance Parties and the Security Agent. The Security Agent may amend all documents necessary to effect the alteration of the relationship between the Security Agent and the other Finance Parties and each such other party irrevocably authorises the Security Agent in its name and on its behalf to execute all documents necessary to effect such amendments.

32 Conduct of business by the Finance Parties

Finance Parties tax affairs

32.1 No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

Finance Parties acting together

32.2 Notwithstanding clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 28.43 (*Acceleration*) the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any other Obligor and generally administer the Revolving Credit Facility in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

32.3 Clause 32.2 shall not override clause 31 (*Roles of Agent*, *Security Agent and Arranger*) as it applies to the Security Agent.

Majority Lenders

32.4 Where any Finance Document provides for any matter to be determined by reference to the opinion of, or to be subject to the consent, approval or request of, the Majority Lenders or for any action to be taken on the instructions of the Majority Lenders (a **majority decision**), such majority decision shall (as between the Lenders) only be regarded as having been validly given or issued by the Majority Lenders if all the Lenders shall have received prior notice of the matter on which such majority decision is required and the relevant majority of Lenders shall have given or issued such majority decision. However (as between any Obligor and the Finance Parties) the relevant Obligor shall be entitled (and bound) to assume that such notice shall have been duly received by each Lender and that the relevant majority shall have been obtained to constitute Majority Lenders when notified to this effect by the Agent whether or not this is the case.

32.5 If, within ten (10) Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date) such Lender's Revolving Credit Facility Commitment shall not be included for the purpose of calculating the Total Revolving Credit Facility Commitments when ascertaining whether any relevant percentage (including, for the avoidance of doubt, unanimity) of Total Revolving Credit Facility Commitments has been obtained to approve that request, its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request and the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of sixty six and two thirds per cent (66⅔) of those Lenders (measured in terms of the Total Revolving Credit Facility Commitments of those Lenders) which have so responded.

32.6 For the purposes of clause 32.5, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

Conflicts

32.7 The Borrower acknowledges that any Arranger and its parent undertaking, subsidiary undertakings and fellow subsidiary undertakings (together an **Arranger Group**) may be providing debt finance, equity capital or other services (including financial advisory services) to other persons with which the Borrower may have conflicting interests in respect of the Revolving Credit Facility or otherwise.

32.8 No member of an Arranger Group shall use Confidential Information gained from any Obligor by virtue of the Revolving Credit Facility or its relationships with any Obligor in connection with their performance of services for other persons. This shall not, however, affect any obligations that any member of an Arranger Group has as Agent in respect of the Finance Documents. The Borrower also acknowledges that no member of an Arranger Group has any obligation to use or furnish to any Obligor information obtained from other persons for their benefit.

32.9 The terms **parent undertaking**, **subsidiary undertaking** and **fellow subsidiary undertaking** when used in this clause have the meaning given to them in sections 1161 and 1162 of the Companies Act 2006.

33 Sharing among the Finance Parties

Payments to Finance Parties

33.1 If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 35 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 35 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three (3) Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clauses 35.8 to 35.10 (*Partial payments*).

This clause 33.1 does not apply to any Recovered Amount to the extent that such Recovered Amount constitutes due payments owing and payable by the Borrower to a Hedging Provider under a relevant Hedging Contract (unless such amounts have not been paid to and received by a Hedging Provider in accordance with the Finance Documents, in which case, clause 33.1 would apply to such amount received by that Hedging Provider).

Redistribution of payments

33.2 The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clauses 35.8 to 35.10 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

Recovering Finance Party's rights

33.3 On a distribution by the Agent under clause 33.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

Reversal of redistribution

33.4 If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

Exceptions

33.5 This clause 33 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.

33.6 A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(a) it notified that other Finance Party of the legal or arbitration proceedings;

(b) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and

(c) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

34 Position of Hedging Providers

Rights of Hedging Providers

34.1 Each Hedging Provider (but not, for the avoidance of doubt, any Third Party Hedging Provider) is a Finance Party and as such, will be entitled to share in the security constituted by the Security Documents in respect of any liabilities of the Borrower under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.

No voting rights

34.2 No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

Acceleration and enforcement of security

34.3 Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 28 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements of the Hedging Providers except to the extent that the relevant Hedging Provider is also a Lender or an Affiliate of a Lender.

35 Payment mechanics

Payments to the Agent

35.1 On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

35.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

Distributions by the Agent

35.3 Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 35.4 (*Distributions to an Obligor*) and clauses 35.5 to 35.7 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

Distributions to an Obligor

35.4 The Agent may (with the consent of the Obligor or in accordance with clause 36 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

Clawback and pre-funding

35.5 Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

35.6 Unless clause 35.7 applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

35.7 If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

(a) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and

(b) the Lender by whom those funds should have been made available shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

Partial payments

35.8 If the Agent receives a payment for application against amounts in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(a) **firstly**, in or towards payment *pro rata* of any unpaid amount owing to the Agent, the Sustainability Agent, the Security Agent, the Facility Co-ordinator, the Sustainability Co-ordinator or the Arrangers under those Finance Documents;

(b) **secondly**, in or towards payment to the Lenders *pro rata* of any amount owing to the Lenders under clause 31.39 (*Lenders' indemnity to the Agent*) including any amount owing to the Lenders under clause 31.39 as a result of clauses 31.38 to 31.40 being extended to the Security Agent by clause 31.66 (*Application of certain clauses to Security Agent*);

(c) **thirdly**, in or towards payment to the Lenders *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement);

(d) **fourthly**, in or towards payment to the Lenders *pro rata* of any principal which is due but unpaid under those Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement) (and, for this purpose, all monies shall be applied to reduce the Revolving Credit Facility Loans *pro rata*);

(e) **fifthly**, in or towards payment to the Hedging Providers *pro rata* of any sums owing to them under any of those Finance Documents (other than any swap termination sums / close out payments owing to them under the Hedging Contracts);

(f) **sixthly**, in or towards payment to the Hedging Providers *pro rata* of any termination sums owing to them under the Hedging Contracts; and

(g) **seventhly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

35.9 The Agent shall, if so directed by all the Lenders and each Hedging Provider, vary the order set out in paragraphs (b) to (e) of clause 35.8.

35.10 Clauses 35.8 and 35.9 above will override any appropriation made by an Obligor.

No set-off by Obligors

35.11 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

35.12 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

35.13 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

35.14 Subject to clauses 35.15 to 35.16, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

35.15 A repayment of all or part of a Revolving Credit Facility Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

35.16 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.

35.17 All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

35.18 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

35.19 If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

35.20 If either the Agent determines (in its discretion) that a Payment Disruption Event has occurred or the Agent is notified by the Borrower that a Payment Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Revolving Credit Facility as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 41 (*Amendments and waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 35.20; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

Hedging

35.21 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in clauses 35.11, 35.12, 35.14, 35.16, 35.18 and 35.20 above do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

36 Set-off

36.1 A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

36.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 36 (*Set-off*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

37 Notices

Communications in writing

37.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter or email.

Addresses

37.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;

(c) in the case of the Security Agent, the Agent, the Arrangers, the Hedging Providers and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and

(d) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

Delivery

37.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

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

(b) if by way of email, only when received in legible form by at least one of the relevant email addresses of the person(s) to whom the communication is made; or

(c) if by way of posting by any Party on a Deal Site will be effective the earlier of (i) one Business Day after such communication is posted on the Deal Site and (ii) receipt by the Agent of acknowledgement from the Deal Site that such communication has been posted;

and, if a particular department or officer is specified as part of its address details provided under clause 37.2 (*Addresses*), if addressed to that department or officer.

37.4 Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).

37.5 All notices from or to an Obligor shall be sent through the Agent.

37.6 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

37.7 Any communication or document which becomes effective, in accordance with clauses 37.3 to 37.6 above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following Business Day.

Notification of address

37.8 Promptly upon receipt of notification of an address or change of address pursuant to clause 37.2 (*Addresses*) or changing its own address, the Agent shall notify the other Parties.

English language

37.9 Any notice given under or in connection with any Finance Document shall be in English.

37.10 All other documents provided under or in connection with any Finance Document shall be:

(a) in English; or

(b) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Use of Deal Site by the Agent

37.11 The Agent may elect that:

(i) any Obligor may satisfy its obligations under this Agreement to deliver any information to the Agent;

(ii) any Finance Party may satisfy its obligations under this Agreement to deliver any information to the Agent; and/or

(iii) the Agent may satisfy its obligations under this Agreement to deliver any information to any Obligor or any Finance Party,

by posting such information on an electronic website designated by the Agent for such purpose (the **Deal Site**) by notifying each such affected Obligor and Finance Party of its intention that such Deal Site be used for such purpose (whereupon each such Obligor or Finance Party or the Agent may so satisfy such obligations).

37.12 The Agent shall, at its discretion or upon request of the relevant Party, disclose the website (or other electronic) address of and any relevant password specifications for the Deal Site (**Access Information**) to one or more officers, directors, employees or other representatives (**Representatives**) of each Party that the Agent has elected to deliver information to or receive information from through the Deal Site.

37.13 Each Party using the Deal Site agrees to:

(i) keep all Access Information confidential and not to disclose it to anyone, other than such of its Representatives as it has requested the Agent to provide Access Information to; and

(ii) ensure that all persons to whom they give access can properly receive the information available on the Deal Site, including (in the case of a Lender) under clause 42 (*Confidentiality*).

37.14 If the Deal Site is not available for any reason, promptly following this being brought to its attention, the Agent shall provide communications to the affected Parties by another means as contemplated by clauses 37.11 to 37.16. A Party will notify the Agent promptly if it is (despite being in receipt of the relevant Access Information) unable to access or use the Deal Site or if it becomes aware that the Deal Site is or has been infected by an electronic virus or similar software.

37.15 Each of the Parties agrees that: (i) the Agent shall not be liable for any cost, loss or liability incurred by any Party as a result of its access or use of the Deal Site or its inability to access or use the Deal Site; and (ii) the Agent is under no obligation to monitor access to or the availability of the Deal Site.

37.16 The Agent may terminate a Deal Site at any time. If such termination occurs whilst amounts remain outstanding under the Revolving Credit Facility the Agent shall (unless such termination arises as a result of technical failure of the Deal Site (including as a result of infection by an electronic virus or similar software) or as a result of a concern as to the security and confidentiality of the Deal Site), if reasonably practicable, give not less than ten days' prior notice to each affected Party of such termination.

Hedging

37.17 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 37 (*Notices*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

38 Calculations and certificates

Accounts

38.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

38.2 Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

38.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and

(ii) subject to clause 38.4 below, without rounding.

38.4 The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places.

Hedging

38.5 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 38 (*Calculations and certificates*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

39 Partial invalidity

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

39.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 39 (*Partial invalidity*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

40 Remedies and waivers

40.1 No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

40.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 40 (*Remedies and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

41 Amendments and waivers

Required consents

41.1 Subject to clause 41.3 (*All Lender matters*) and clauses 41.5(a) to 41.7 (*Other exceptions*), any term of the Finance Documents may be amended or waived with the consent of the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent or the Security Agent, the consent of the Agent or the Security Agent) and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties.

41.2 The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 41.

All Lender matters

41.3 Subject to clause 41.5 (*Changes to reference rates*), an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to:

(a) the definition of "Change of Control Event" in clause 1.1 (*Definitions*);

(b) the definition of "Majority Lenders" in clause 1.1 (*Definitions*);

(c) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);

(d) the definition of “Restricted Party”, “Sanctions” or “Sanctions List” or any provision in this Agreement which relates to Sanctions;

(e) an extension to the date of payment of any amount under the Finance Documents;

(f) a reduction in the Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;

(g) an increase in, or an extension of, any Revolving Credit Facility Commitment or any requirement that a cancellation of Revolving Credit Facility Commitments reduces the Revolving Credit Facility Commitments of the Lenders rateably under the Revolving Credit Facility;

(h) an increase in the Total Revolving Credit Facility Commitments or an extension of any period within which the Revolving Credit Facility is available for Utilisation;

(i) a change to the Borrower or any other Obligor;

(j) any provision which expressly requires the consent or approval of all the Lenders;

(k) clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), clause 7.11 (*Illegality*), clause 29 (*Changes to the Lenders*), clause 33.1 (*Payments to Finance Parties*), this clause 41, clause 46 (*Governing law*) or clauses 47.1 to 47.3 (*Jurisdiction of Singapore courts*);

(l) the order of distribution under clauses 35.8 to 35.10 (*Partial payments*);

(m) the order of distribution under clause 31.74 (*Order of application*);

(n) the currency in which any amount is payable under any Finance Document;

(o) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed;

(p) the nature or scope of the guarantee and indemnity granted under clause 17 (*Guarantee and indemnity*) or the guarantee and indemnity granted under any Shipowner Guarantee; or

(q) the release of the guarantee or security constituted by the Security Documents or the circumstances in which the guarantee or security constituted by the Security Documents are permitted or required to be released under any of the Finance Documents except where the same relates to (i) a sale of a Mortgaged Ship permitted by the terms of this Agreement, (ii) a release required by clause 25.14 (*Release of additional security*) or (iii) a release permitted by clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) or permitted by clause 25.17 (*Release of security*);

(r) clauses 7.15 (*Sale*) to 7.19 (*Total Loss*);

(s) clause 22.14 (*Sustainability Principles*) or Schedule 8 (*Sustainability Principles*);

shall not be made, or given, without the prior consent of all the Lenders (and the Hedging Providers, only in relation to an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to paragraphs (i), (l), (m), (o), (p) and (q) of this clause).

41.4 An amendment or waiver which directly relates to the rights or obligations of a Hedging Provider (in its capacity as such) may not be effected without the consent of that Hedging Provider.

Changes to reference rates

41.5

(a) Subject to clauses 41.6 to 41.7 (*Other exceptions*), if an RFR Replacement Event has occurred, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in place of the RFR; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Revolving Credit Facility Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the risk free reference rate on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Borrower.

(c) If any Lender fails to respond to a request for an amendment or waiver described in clause 41.5(a)(i) or 41.5(b) within ten Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Revolving Credit Facility Commitment(s) shall not be included for the purpose of calculating the Total Revolving Credit Facility Commitments when ascertaining whether any relevant percentage of Total Revolving Credit Facility Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this clause 41.5:

RFR Replacement Event means:

(a) the methodology, formula or other means of determining the RFR has, in the opinion of the Majority Lenders, and the Borrower materially changed;

(b)

(i)

(A) the administrator of the RFR or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the RFR is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the RFR;

(ii) the administrator of the RFR publicly announces that it has ceased or will cease, to provide the RFR permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the RFR;

(iii) the supervisor of the administrator of the RFR publicly announces that the RFR has been or will be permanently or indefinitely discontinued;

(iv) the administrator of the RFR or its supervisor announces that the RFR may no longer be used;

(c) the administrator of the RFR (or the administrator of an interest rate which is a constituent element of the RFR) determines that the RFR should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or

(ii) the RFR is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the "Rate Contingency Period" in the Compounded Rate Terms; or

(d) in the opinion of the Majority Lenders and the Borrower, the RFR is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Reference Rate means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for the RFR by:

(i) the administrator of the RFR (provided that the market or economic reality that such reference rate measures is the same as that measured by the RFR); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the RFR; or

(c) in the opinion of the Majority Lenders and the Borrower, an appropriate successor to the RFR.

Other exceptions

41.6 An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, Security Agent or the Arrangers (as the case may be).

41.7 Notwithstanding clauses 41.1 to 41.4 (inclusive), the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

Releases

41.8 Except with the approval of the Lenders or for a release which is expressly permitted or required by the Finance Documents (including, without limitation, as referred to in clause 41.3(o) (*All lender matters*)), the Agent shall not have authority to authorise the Security Agent to release:

(a) any Charged Property from the security constituted by any Security Document; or

(b) any Obligor from any of its guarantee or other obligations under any Finance Document.

Hedging

41.9 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 41 (*Amendments and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Revolving Credit Facility.

41.10 **Disenfranchisement of the Borrower, Parent and their Affiliates**

(a) For so long as the Borrower, Parent or its Affiliate (i) beneficially owns a Revolving Credit Facility Commitment or (ii) has entered into a sub-participation agreement relating to a Revolving Credit Facility Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:

(i) in ascertaining:

(A) the Majority Lenders; or

(B) whether:

(1) any relevant percentage (including, for the avoidance of doubt, unanimity) of the Total Revolving Credit Facility Commitments; or

(2) the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

such Revolving Credit Facility Commitment shall be deemed to be zero and the Borrower, Parent or its Affiliate or the person with whom it has entered into that sub-participation, other agreement or arrangement shall be deemed not to be Lender for the purposes of paragraphs (A) and (B) above.

(b) The Borrower, Parent or their Affiliate that is a Lender agrees that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the other Lenders.

(c) For the purposes of this clause 41.10, each Lender shall promptly notify the Agent in writing of any proposed or actual sub-participation or that such Lender intends to enter into, or has entered into, any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of any Revolving Credit Facility Commitment or amount outstanding under this Agreement and the identity of any sub-participant (a **Notifiable Transaction**). A Lender shall promptly notify the Agent if a Notifiable Transaction to which it is a party is terminated or ceases to be with the Borrower, Parent or its Affiliates.

42 Confidentiality

Confidential Information

42.1 Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 42.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

42.2 Any Finance Party may disclose:

(a) to any of its Affiliates, head offices, regional offices and all its other affiliated companies, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Revolving Credit Facility and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraphs (b) (i) or (b) (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under clause 31.57 (*Relationship with the Lenders and Hedging Providers*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b) (i) or (ii) above;

(v) to whom information is required or requested or where it is considered by a Finance Party to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi-government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrower; or

(ix) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security Interest (or may do so) pursuant to clause 29.19 (*Security over Lenders' rights*),

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

(A) in relation to sub-paragraphs (i), (ii) and (iii) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-paragraph (iv) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidential Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-paragraphs (v), (vi) and (ix) of paragraph (b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;

(c) to any service provider or any person appointed by that Finance Party (whether in Singapore or outside Singapore) or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter-terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with that Finance Party or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(f) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person whom that Finance Party believes in good faith to be an authorised signatory of the Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor; and

(g) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act 1970 of Singapore which sets out, inter alia, the persons to whom customer information may be disclosed.

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

Entire agreement

42.3 This clause 42 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

42.4 Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

42.5 Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 42.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 42 (*Confidentiality*).

Continuing obligations

42.6 The obligations in this clause 42 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve (12) months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Revolving Credit Facility Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

Publication

42.7 Each Finance Party agrees that it will not make any public announcement, comment or statement about their arrangement or participation in the Revolving Credit Facility without the prior written consent of the Borrower, save that following the first Utilisation Date, the Agent and/or any Lender may disclose the Borrower's names, it's commitments and roles hereunder and any other information already in the public domain without the Borrower's consent.

42.8 Clause 42.2 above is not and shall not be deemed to constitute, an express or implied agreement by any Finance Party with any Obligor for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Singapore Banking Act 1970.

Personal Data Protection Act

42.9 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations (including, without limitation, the Personal Data Protection Act 2012 of Singapore (the **PDPA**)), prior to the disclosure of any Personal Data to a Finance Party, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to a Finance Party to allow that Finance Party to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to a Finance Party has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify that Finance Party thereof and promptly provide to that Finance Party with the updated Personal Data. Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

For the purposes of this clause 42.9:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/ her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and any Finance Party;

Personal Data shall have the meaning given to it in the PDPA;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction;

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Finance Parties applying to the Transaction; and

(c) such other purposes as set out in the Finance Party's data privacy statement (a copy of which has been extended to each Obligor); and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Finance Parties, including the exercise of all rights, remedies and powers of or by the Finance Parties, as contemplated under the Agreement and the other Finance Documents.

43 Confidentiality of Funding Rates

43.1 Confidentiality and disclosure

(a) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraphs (b) and (c) below.

(b) The Agent may disclose:

(i) any Funding Rate to the Borrower pursuant to clause 8.7 *(Notification of rates of interest)*; and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.

(c) The Agent may disclose any Funding Rate and each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

43.2 **Related obligations**

(a) The Agent and each Obligor acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to clause 43.1(c)(ii) *(Confidentiality and disclosure)* except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this clause 43.

43.3 **No Event of Default**

No Event of Default will occur under clause 28.8 *(Other obligations)* by reason only of an Obligor's failure to comply with this clause 43.

44 Counterparts

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

45 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Finance Party to another Finance Party or to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

This clause 45 (*Contractual recognition of Bail-In*) shall not apply to Standard Chartered Bank (Singapore) Limited in respect of any of its liabilities to any other Party under or in connection with the Finance Documents.

Section 12 - Governing Law and Enforcement

46 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

47 Enforcement

Jurisdiction of Singapore courts

47.1 The courts of Singapore have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

47.2 The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

47.3 Clauses 47.1 and 47.2 are for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Service of process

47.4 Without prejudice to any other mode of service allowed under any relevant law, the Parent:

(a) irrevocably appoints the Borrower as its Singapore process agent as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	Hafnia Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (**or equivalent, if any**)	201510759D
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	Pay Shuzhen: spa@hafniabw.com Jacqueline Teng: jte@hafniabw.com Cherlyn Tan Shuyi: cts@hafniabw.com Joshua Lau: jla@hafniabw.com Jet Lee Toh: jto@hafniabw.com Corptfin-Treasury Corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	Hafnia Pte. Ltd.
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Email communications	Pay Shuzhen: spa@hafniabw.com Jacqueline Teng: jte@hafniabw.com Cherlyn Tan Shuyi: cts@hafniabw.com Joshua Lau: jla@hafniabw.com Jet Lee Toh: jto@hafniabw.com Corptfin-Treasury Corptf@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Original Lenders and Arrangers

Name	BNP Paribas
Facility Office, address, email address and attention details for notices	Address: 10 Collyer Quay, #34-01, Ocean Financial Centre, Singapore 049315 Email: Credit/Documentation: matthew.forrest@asia.bnpparibas.com / eileen.ng@asia.bnpparibas.com / waiyee.kong@asia.bnpparibas.com Admin/Operational: clm_ops_loan_services_singapore@asia.bnpparibas.com / meiling.lee@asia.bnpparibas.com / kristine.x.koh@asia.bnpparibas.com
Revolving Credit Facility Commitment ($)	37,889,844

Name	DBS Bank Ltd.
Facility Office, address, email address and attention details for notices	Address: 12 Marina Boulevard #46-00 DBS Asia Central @ MBFC Tower 3 Singapore 018982 Credit/Documentation: kenzhong@dbs.com / maiyee@dbs.com Attention: Ken Zhong / Leong Mai Yee Operations/administration matters: ibg1-saltcso@dbs.com / kenzhong@dbs.com / maiyee@dbs.com / Attention: Gan Poh Tin / Ken Zhong / Leong Mai Yee
Revolving Credit Facility Commitment ($)	37,889,844

Name	The IYO Bank., Ltd., Singapore Branch
Facility Office, address, email address and attention details for notices	Address: 8 Marina View #15-02 Asia Square Tower 1, Singapore 018960 Email: iyo812e7q83w@iyobank.co.jp / iyo812du6qa3@iyobank.co.jp
Revolving Credit Facility Commitment ($)	37,889,844

Name	Arranger: Danske Bank A/S Lender: Danske Bank A/S, Norwegian Branch
Facility Office, address, email address and attention details for notices	Holmens Kanal 2-12, 1092 København K, Denmark Operations/administration matters: loans_lifecycle_admin@danskebank.com loansupportlcm@danskebank.com Credit matters: Maren Wæhler: wh@danskebank.com/+47 997 77 315 Stian Hjelmeland: stian.hjelmeland@danskebank.com
Revolving Credit Facility Commitment ($)	37,889,844

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, email address and attention details for notices	Documentation/Credit matters: Contact Persons: Tham Ru Jiun / Melvin Phang / Angeline Teo Telephone No.: 6318 7482 / 6530 6874 / 6530 8708 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: rujiuntham@ocbc.com / melvinphang@ocbc.com / angelineteo@ocbc.com Loan administrative purposes: Contact Persons: Ong Chui Lan / BizConnect Loan Desk (Attention to Kelvin Ang/Kathy Ho Mui Lian / Tho Wei Li/Serene Low Yik Lan /Tan Geok Chuan (Alex)) Telephone No.: 6530 4202 / +65 6538 1111 (Service code 328 & select 2 for Loan) Fax No.: 6535 6990 Address: 63 Chulia Street, Level 8 OCBC Centre East Singapore 049514 E-mail Address: ongchuilan@ocbc.com / BBCSCSyndication@ocbc.com
Revolving Credit Facility Commitment ($)	37,889,844

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, email address, and attention details for notices	Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 19, Singapore 018981 Attn: For credit Matters – Amy Chow (Chow.Amy-See-Bing@sc.com) / Clara Gan (Clara.Gan@sc.com) / Chonawut Mick Prasatsak (Chonawut.Prasatsak@sc.com) / Lim Jingyi (Jingyi.Lim@sc.com) For operations / administrative matters – Global Lending Services (sg.loaninstructions@sc.com and sg.loansprocessing@sc.com) / Chonawut Mick Prasatsak (Chonawut.Prasatsak@sc.com) / Lim Jingyi (Jingyi.Lim@sc.com) / Valerie Toh (Valerie.Toh@sc.com) For hedging matters – Winnie Wong (WinnieWS.Wong@sc.com) and Kim Zhang (Kim.Zhang@sc.com)
Revolving Credit Facility Commitment ($)	37,889,844

Name	Citibank, N.A., Singapore Branch
Facility Office, address, email address and attention details for notices	8 Marina View, #21-00 Asia Square Tower 1, Singapore 018960 Credit/Documentation: dexter.ho@citi.com, deron.tan@citi.com, ryan.chiu@citi.com, samuel.yap@citi.com, vineet.puri@citi.com, siew.ying.lee@citi.com, kent.teo@citi.com Admin/Operational: klcsc.loansops@citi.com, dexter.ho@citi.com, deron.tan@citi.com, bengsim.lim@citi.com, siew.ying.lee@citi.com, kent.teo@citi.com
Revolving Credit Facility Commitment ($)	37,889,842

Name	Nordea Bank Abp, filial i Norge
Facility Office, address, email address and attention details for notices	Essendrops gate 7, 0368 Oslo Norway E-mail: Henrik.Trulsen@nordea.com / Jens.Petersen-1@nordea.com
Revolving Credit Facility Commitment ($)	37,889,844

The Hedging Providers

Name	BNP Paribas
Facility Office, address, email address and attention details for notices	Address: 10 Collyer Quay, #34-01, Ocean Financial Centre, Singapore 049315 Email: Credit/Documentation: matthew.forrest@asia.bnpparibas.com / eileen.ng@asia.bnpparibas.com / mark.h.lim@asia.bnpparibas.com

Name	DBS Bank Ltd.
Facility Office, address, email address and attention details for notices	Address: 12 Marina Boulevard #46-00 DBS Asia Central @ MBFC Tower 3 Singapore 018982 Credit/Documentation: kenzhong@dbs.com / maiyee@dbs.com Attention: Ken Zhong / Leong Mai Yee Operations/administration matters: ibg1-saltcso@dbs.com / kenzhong@dbs.com / maiyee@dbs.com / Attention: Gan Poh Tin / Ken Zhong / Leong Mai Yee

Name	Danske Bank A/S
Facility Office, address, email address and attention details for notices	Contact: Patrick Johansen E-mail: Patrick.johansen@danskebank.no Mob: +47 414 44 833

Name	Overseas-Chinese Banking Corporation Limited
Facility Office, address, email address and attention details for notices	Contact Persons: Tham Ru Jiun / Melvin Phang / Ho Mee Yan Telephone No.: 6318 7482 / 6530 6874 / 6530 1333 Fax No.: 6536 9327 Address: 65 Chulia Street, #10-00, OCBC Centre, Singapore 049513 E-mail Address: rujiuntham@ocbc.com / melvinphang@ocbc.com / homy@ocbc.com

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, email address and attention details for notices	Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 19, Singapore 018981 Attn: For credit Matters – Amy Chow (Chow.Amy-See-Bing@sc.com) / Clara Gan (Clara.Gan@sc.com) / Chonawut Mick Prasatsak (Chonawut.Prasatsak@sc.com) / Lim Jingyi (Jingyi.Lim@sc.com) For operations / administrative matters – Global Lending Services (sg.loaninstructions@sc.com and sg.loansprocessing@sc.com) / Chonawut Mick Prasatsak (Chonawut.Prasatsak@sc.com) / Lim Jingyi (Jingyi.Lim@sc.com) / Valerie Toh (Valerie.Toh@sc.com) For hedging matters – Winnie Wong (WinnieWS.Wong@sc.com) and Kim Zhang (Kim.Zhang@sc.com)

Name	Nordea Bank Abp
Facility Office, address, email address and attention details for notices	c/o Essendrops gate 7, 0368 Oslo Norway E-mail: Henrik.Trulsen@nordea.com / Jens.Petersen-1@nordea.com

The Sustainability Co-ordinator

Name	DBS Bank Ltd.
Facility Office, address, email address and attention details for notices	Address: 12 Marina Boulevard #45-00 DBS Asia Central @ MBFC Tower 3 Singapore 018982 Email: sipeihuang@dbs.com / haochong@dbs.com / nataliec@dbs.com Attention: Huang Sipei / Chong Yi Hao / Natalie Chan

The Sustainability Agent

Name	DBS Bank Ltd.
Facility Office, address, email address and attention details for notices	Address: 12 Marina Boulevard #45-00 DBS Asia Central @ MBFC Tower 3 Singapore 018982 Email: sipeihuang@dbs.com / haochong@dbs.com / nataliec@dbs.com Attention: Huang Sipei / Chong Yi Hao / Natalie Chan

The Facility Co-ordinator

Name	BNP Paribas
Facility Office, address, email address and attention details for notices	Address: 10 Collyer Quay, #34-01, Ocean Financial Centre, Singapore 049315 Email: Credit/Documentation: matthew.forrest@asia.bnpparibas.com / eileen.ng@asia.bnpparibas.com / waiyee.kong@asia.bnpparibas.com Admin/Operational: clm_ops_loan_services_singapore@asia.bnpparibas.com / meiling.lee@asia.bnpparibas.com / kristine.x.koh@asia.bnpparibas.com

The Agent

Name	Nordea Danmark, Filial af Nordea Bank Abp, Finland
Facility Office, address, email address and attention details for notices	Grønjordsvei 10,2300 København S Denmark c/o Nordea Bank Abp, Filial I Norge Essendrops gate 7,0368 Norway E-mail: Admin/Operational: Attention: Structured Loan Services: sls.norway@nordea.com Credit/Documentation: Attention: Loan Agency Team: agency.soosid@nordea.com

The Security Agent

Name	Nordea Bank Abp, filial i Norge
Facility Office, address, email address and attention details for notices	Nordea Bank Abp, Filial I Norge Essendrops gate 7,0368 Norway Attention Loan Agency Team E-mail: agency.soosid@nordea.com

Schedule 2
Ship information

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
1	Hafnia Almandine	9714068	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
2	Hafnia Amber	9714056	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
3	Hafnia Amethyst	9714501	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
4	Hafnia Ametrine	9714513	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
5	Hafnia Amazonite	9719769	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
6	Hafnia Adamite	9727546	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
7	Hafnia Turquoise	9753674	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
8	Hafnia Atlantic	9810214	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Singapore	Lloyd's Register
9	Hafnia Pacific	9810226	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Singapore	Lloyd's Register
10	Hafnia Achroite	9727584	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
11	Hafnia Alabaster	9727572	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
12	Hafnia Aragonite	9727558	Chemical Handy	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
13	Hafnia Viridian	9690614	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
14	Hafnia Violette	9690626	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping
15	Hafnia Topaz	9753686	Chemical MR	Hafnia Chem Shipholding Pte. Ltd.	Marshall Islands	American Bureau of Shipping

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the Effective Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Initial conditions precedent to signing

1 Obligors' corporate documents

(a) A copy of the Constitutional Documents of each Obligor.

(b) A certified copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors (as the case may be) of each Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Revolving Credit Facility Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.

(g) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 "Know your customer" information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 47.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the Effective Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements.

(d) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the Effective Date.

4 Group Structure

A copy of the current group structure chart for the Group.

Part 2

Conditions precedent to the Effective Date

1 Corporate documents

If there is a delay of more than one month between the provision of the conditions in Part 1 of this Schedule 3 and the conditions in Part 2 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the Effective Date certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the original Finance Parties:

(a) a legal opinion from Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Agent;

(b) a legal opinion from Norton Rose Fulbright (Asia) LLP on matters of Singapore law, in the agreed form as approved by the Agent;

(c) a legal opinion from Seward & Kissel on matters of Marshall Islands law, in the agreed form as approved by the Agent;

(d) a legal opinion from Conyers Dill & Pearman Limited on matters of Bermuda law, in the agreed form as approved by the Agent.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the Effective Date.

(c) If relevant, an assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Hedging Master Agreements

If the Borrower is to enter into any hedging arrangements with a Hedging Provider in accordance with the terms of this Agreement on or prior to the Effective Date, evidence that the Hedging Master Agreements have been executed by the Borrower and each applicable Hedging Provider.

5 Value of security

In respect of an Initial Ship, valuations obtained (not more than forty five (45) days before the Effective Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

6 Security

In relation to an Initial Ship:

(a) The Mortgage and the Deed of Covenant or General Assignment (as applicable) in respect of each Ship duly executed by the Owner.

(b) The Shipowner Guarantee in respect of each Ship duly executed by the Owner.

(c) Any Manager's Undertaking in respect of each Ship required pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking in respect of each Ship required on the Effective Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

7 Registration of Ships

In relation to each Initial Ship, evidence that each Ship:

(a) is legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

8 Mortgage registration

In relation to each Initial Ship, evidence that any existing registered mortgages on each Ship shall be discharged and evidence that the Mortgage in respect of each Ship has been (or will, on the Effective Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

9 Insurance

In relation to each Initial Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Agent on such Insurances;

(b) evidence that such Insurances have been or will be placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

10 ISM and ISPS Code

In relation to each Initial Ship, copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each Ship for the purposes of that code;

(b) the safety management certificate in respect of each Ship issued in accordance with the ISM Code;

(c) the international ship security certificate in respect of each Ship issued under the ISPS Code; and

(d) if so requested by the Agent with the Agent providing not less than 5 Business Days' prior written notice prior to the Effective Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

11 Environmental matters

(a) If applicable, evidence of each Initial Ship's certificate of financial responsibility issued pursuant to the United States law.

(b) In relation to each Initial Ship, a copy of the Inventory of Hazardous Materials for the Ship prepared and issued in accordance with the requirements of the Hong Kong Convention or the EU Ship Recycling Regulation.

12 Management Agreement

In relation to each Initial Ship, where:

(a) a technical manager of a Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for that Ship;

(b) a Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Ship.

13 Sustainability Principles

A copy of the Second Party Opinion (as defined in Schedule 8 (*Sustainability Principles*).

Part 3

Conditions subsequent to the Effective Date

1 Company registrations

Within thirty (30) days of the Effective Date in relation to an Initial Ship, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of the Effective Date in relation to the Initial Ships, issuance of the following legal opinions:

(a) A legal opinion from Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent;

(b) A legal opinion from Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of Singapore law, substantially in the form approved by the Agent;

(c) A legal opinion from Seward & Kissel on matters of Marshall Islands law, in the agreed form as approved by the Agent.

3 Insurances

Within thirty (30) days of the Effective Date in relation to the Initial Ships, copies of:

(a) the issued opinion from insurance consultants appointed by the Agent on such Insurances; and

(b) the issued letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

Part 4

Conditions precedent to the borrowing on a Release Commitment Date and release of the Suspended Commitments

1 Corporate documents

If there is a delay of more than one month between the provision of the conditions in Part 2 of this Schedule 3 and the conditions in Part 4 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Parts 1 and 2 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Parts 1 and 2 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the Release Commitment Date certifying that each copy document relating to it specified in Parts 1 and 2 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Parts 1 and 2 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the original Finance Parties:

(a) a legal opinion from Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Agent;

(b) a legal opinion from Norton Rose Fulbright (Asia) LLP on matters of Singapore law, in the agreed form as approved by the Agent;

(c) a legal opinion from Seward & Kissel on matters of Marshall Islands law, in the agreed form as approved by the Agent.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the Effective Date.

(c) If relevant, an assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Hedging Master Agreements

If the Borrower is to enter into any hedging arrangements with a Hedging Provider in accordance with the terms of this Agreement on or prior to the Release Commitment Date, evidence that the Hedging Master Agreements have been executed by the Borrower and each applicable Hedging Provider.

5 Value of security

In respect of a Deferred Ship, valuations obtained (not more than forty five (45) days before the Effective Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

6 Security

In relation to a Deferred Ship:

(a) The Mortgage and the Deed of Covenant or General Assignment (as applicable) in respect of each Ship duly executed by the Owner.

(b) The Shipowner Guarantee in respect of each Ship duly executed by the Owner.

(c) Any Manager's Undertaking in respect of each Ship required pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking in respect of each Ship required on the Release Commitment Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

7 Registration of Ships

In relation to a Deferred Ship, evidence that each Ship:

(a) is legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

8 Mortgage registration

In relation to Deferred Ship, evidence that any existing registered mortgages on each Ship shall be discharged and evidence that the Mortgage in respect of each Ship has been (or will, on the Release Commitment Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

9 Insurance

In relation to a Deferred Ship's Insurances:

(d) an agreed form opinion from insurance consultants appointed by the Agent on such Insurances;

(e) evidence that such Insurances have or will be been placed in accordance with clause 24 (*Insurance*); and

(f) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

10 ISM and ISPS Code

In relation to a Deferred Ship, copies of:

(e) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each Ship for the purposes of that code;

(f) the safety management certificate in respect of each Ship issued in accordance with the ISM Code;

(g) the international ship security certificate in respect of each Ship issued under the ISPS Code; and

(h) if so requested by the Agent with the Agent providing not less than 5 Business Days' prior written notice prior to the Release Commitment Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

11 Environmental matters

(a) If applicable, evidence of a Deferred Ship's certificate of financial responsibility issued pursuant to the United States law.

(b) In relation to each Deferred Ship, a copy of the Inventory of Hazardous Materials for the Ship prepared and issued in accordance with the requirements of the Hong Kong Convention or the EU Ship Recycling Regulation.

12 Management Agreement

In relation to a Deferred Ship, where:

(a) a technical manager of a Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for that Ship;

(b) a Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Agent (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Security Agent enforces any Security Interest in respect of that Ship.

Part 5

Conditions subsequent to a Release Commitment Date

1 Company registrations

Within thirty (30) days of a Release Commitment Date in relation to any part of the Suspended Commitments, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of a Release Commitment Date in relation to any part of the Suspended Commitments, issuance of the following legal opinions:

(a) A legal opinion from Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent;

(b) A legal opinion from Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of Singapore law, substantially in the form approved by the Agent;

(c) A legal opinion from Seward & Kissel on matters of Marshall Islands law, in the agreed form as approved by the Agent;

(c) A legal opinion from Conyers Dill & Pearman Limited addressed to the Agent on matters of Bermuda law, substantially in the form approved by the Agent.

3 Insurances

Within thirty (30) days of a Release Commitment Date in relation to any part of the Suspended Commitments, copies of:

(a) the issued opinion from insurance consultants appointed by the Agent on such Insurances; and

(b) the issued letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

Schedule 4
Utilisation Request

From: Hafnia Pte. Ltd. (as **Borrower**)

To: Nordea Danmark, Filial af Nordea Bank Abp, Finland (as **Agent**)

Dated: [●]

Dear Sirs

Up to $303,118,750 Facility Agreement dated [●] 2023 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow a Revolving Credit Facility Loan on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount of the Revolving Credit Facility Loan:	$[●]

3 We confirm that each condition specified in clause 4.5 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this Revolving Credit Facility Loan is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [the designated account in the name of the Borrower].

5 We confirm that we will use the proceeds of this Revolving Credit Facility Loan for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The [first] Interest Period for the said Revolving Credit Facility Loan shall end on a Quarter Date, being [state Quarter Date], in accordance with clause 9.3 (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

_____

authorised signatory for Hafnia Pte. Ltd.

Schedule 5
Form of Transfer Certificate

To: Nordea Danmark, Filial af Nordea Bank Abp, Finland as Agent

From: [**The Existing Lender**] (the **Existing Lender**) and [**The New Lender**] (the **New Lender**)

Dated:

Up to $303,118,750 Facility Agreement dated [●] 2023 (the Agreement)

1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2 [***In the case of transfer by novation:*** The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation in accordance with Clause 29.17 (*Procedure for transfer*) all or part of the Existing Lender's Revolving Credit Facility Commitment specified in the Schedule and/or all or part of the Existing Lender's Revolving Credit Facility Loan(s) specified in the Schedule, in each case together with related rights and obligations.]

[***In the case of transfer by assignment:*** We refer to clauses 29.12 to 29.16 (*Procedure for assignment*):

(a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Revolving Credit Facility Commitment(s) and participations in the Revolving Credit Facility Loans under the Agreement as specified in the Schedule.

(b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Revolving Credit Facility Commitment(s) and participations in the Revolving Credit Facility Loans under the Agreement specified in the Schedule.

(c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.]

3 The proposed Transfer Date is [●].

4 The Facility Office and address and attention details for notices of the New Lender for the purposes of clause 37.2 (*Addresses*) are set out in the Schedule.

5 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clauses 29.9 to 29.11 (*Limitation of responsibility of Existing Lenders*).

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

7 This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.

8 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule
Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

Transfer Details:

Participation Transferred

Revolving Credit Facility Commitment Transferred:

Drawn Amount: US$[●]

Undrawn Amount: US$[●]

Administration Details:

Details of New Lender's Receiving Account: [●]

Correspondence Bank: [●]

Swift Code: [●]

Account Bank (if applicable)*: [●]

Account Bank Swift Code (if applicable)*: [●]

Account Name: [●]

Account Number: [●]

Ref: [●]

Attn: [●]

For credit matters: [●]

Address: [●]

Telephone: [●]

Facsimile: [●]

Email: [●]

Attn/Ref: [●]

For operation matters:

Address: [●]

Telephone: [●]

Facsimile: [●]

Email: [●]

Attn/Ref: [●]

[Facility Office address and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as [●].

Signature of this Transfer Certificate by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party. The Agent's signature of this Transfer Certificate is pursuant to the authority given to it by the Existing Lender and New Lender.

[Agent]

By:

Schedule 6
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Nordea Danmark, Filial af Nordea Bank Abp, Finland as Agent

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $303,118,750 Facility Agreement dated [●] 2023 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[●] on the last day of the most recently-elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than $60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

_____

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Form of Compliance Certificate – Part B

To: Nordea Danmark, Filial af Nordea Bank Abp, Finland as Agent

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $303,118,750 Facility Agreement dated [●] 2023 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (*Valuation frequency*) and clause 25.12 (*Security shortfall*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (*Security shortfall*) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (*Valuation frequency*) of the Agreement.

Signed by:

_____

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Schedule 7
Repayment Schedule

	Reduction Dates	Total Commitment	Reduction	Available Commitment	Suspended Commitment
0	30-Aug-23	303,118,750.00		180,743,750.00	122,375,000.00
1	30-Sep-23	303,118,750.00		180,743,750.00	122,375,000.00
2	31-Dec-23	298,820,750.00	4,298,000.00	176,445,750.00	122,375,000.00
3	31-Mar-24	294,522,750.00	4,298,000.00	229,004,000.00	65,518,750.00
4	30-Jun-24	288,858,050.00	5,664,700.00	265,964,300.00	22,893,750.00
5	30-Sep-24	281,569,150.00	7,288,900.00	281,569,150.00	-
6	31-Dec-24	274,280,250.00	7,288,900.00	274,280,250.00	-
7	31-Mar-25	266,991,350.00	7,288,900.00	266,991,350.00	-
8	30-Jun-25	259,702,450.00	7,288,900.00	259,702,450.00	-
9	30-Sep-25	252,413,550.00	7,288,900.00	252,413,550.00	-
10	31-Dec-25	245,124,650.00	7,288,900.00	245,124,650.00	-
11	31-Mar-26	237,835,750.00	7,288,900.00	237,835,750.00	-
12	30-Jun-26	230,546,850.00	7,288,900.00	230,546,850.00	-
13	30-Sep-26	223,257,950.00	7,288,900.00	223,257,950.00	-
14	31-Dec-26	215,969,050.00	7,288,900.00	215,969,050.00	-
15	31-Mar-27	208,680,150.00	7,288,900.00	208,680,150.00	-
16	30-Jun-27	201,391,250.00	7,288,900.00	201,391,250.00	-
17	30-Sep-27	194,102,350.00	7,288,900.00	194,102,350.00	-
18	31-Dec-27	186,813,450.00	7,288,900.00	186,813,450.00	-
19	31-Mar-28	179,524,550.00	7,288,900.00	179,524,550.00	-
20	30-Jun-28	172,235,650.00	7,288,900.00	172,235,650.00	-
21	30-Sep-28	164,946,750.00	7,288,900.00	164,946,750.00	-
22	31-Dec-28	157,657,850.00	7,288,900.00	157,657,850.00	-
23	Final Reduction Date	-	157,657,850.00	-	

Schedule 8
Sustainability Principles

The Borrower will deliver to the Sustainability Agent a certificate (a **Sustainability Compliance Certificate**) no later than 15 Business Days after 31 July 2024 (the **Reference Date**) and no later than 15 Business Days after each anniversary of the Reference Date, which shall:

(i) contain the Fleet Sustainability Score and Percentage of Chemical Cargo;

(ii) contain details for the calculation of the (a) Fleet Sustainability Score, including, for each Hafnia-owned Ship, its Vessel Sustainability Score and Vessel Weighting; and (b) Percentage of Chemical Cargo, including the volume of Chemical Cargo and total cargo transported. If a vessel is no longer a Hafnia-owned Ship at the end of the calendar year then its associated Vessel Sustainability Score shall not be included in the Fleet Sustainability Score, in line with the Poseidon Principles calculation methodology;

(iii) attach, for all of Hafnia-owned Ships, all certificates from a Recognized Organization (such as the Vessel Carbon Intensity Certificates), the contents of which shall enable the calculation of each Hafnia-owned Ship's Vessel Sustainability Score;

(iv) contain the corresponding Sustainability Margin Adjustment Mechanism for the upcoming 12 months periods; starting from the immediately next Quarter Date; and

(v) be signed by authorized signatories of the Borrower.

For avoidance of doubt, the matters in paragraphs (i) to (iii) above shall be based on the full calendar year immediately preceding the current calendar year during which the relevant Sustainability Compliance Certificate is issued.

The Borrower must promptly give written notice to the Sustainability Agent of any material error in a Sustainability Compliance Certificate after becoming aware of it (including giving details as to the nature and extent of the error).

If there are material changes to AER Trajectory Values due to changes made by IMO or otherwise, the Borrower and Lenders will enter into a consultation period of no longer than 60 Business Days to agree on a new Sustainability Margin Adjustment Mechanism and make any necessary changes to this Agreement. If no agreement can be reached, then the Sustainability Margin Adjustment Mechanism shall be disapplied and the Margin shall apply.

Upon the occurrence of a Declassification Event or otherwise upon the disapplication of the Sustainability Margin Adjustment Mechanism, the Borrower will (and will ensure that each other Group Member will) ensure that no further representation, announcement, disclosure, internal and/or external communication, marketing and/or publication refers to this Agreement and the Facility granted hereunder as a "Sustainability-Linked Loan Facility" and/or "compliant with the Sustainability-Linked Loan Principles" (or equivalent) in any way (including any references in any public list, league table or similar publication). For the avoidance of doubt, the Borrower does not need to rectify previous publications which may have referred to the Sustainability-Linked Loan Facility status which were correct at the time of publication. The Borrower shall promptly notify the Sustainability Agent (for and on behalf of the Finance Parties) in writing if at any time it becomes aware of any challenge (or potential challenge) by a third party that this Agreement is no longer (or may no longer be) in compliance with the Sustainability-Linked Loan Principles.

In this Schedule 8 (*Sustainability Principles*):

AER Trajectory Value: The AER trajectory value of a vessel type and size in a given year as set out in the following table, calculated based on Appendix 3 (*Definition of decarbonization trajectory*) of the Poseidon Principles Technical Guidance:

Segment	Size (DWT)	2023	2024	2025	2026	2027	2028
Oil Tanker (LR2)	80,000 – 119,999	3.9867	3.8855	3.7843	3.6831	3.5819	3.4806
Oil Tanker (LR1)	60,000 – 79,000	5.4719	5.3330	5.1941	5.0552	4.9163	4.7774
Oil Tanker (MR / Handy)	20,000 – 59,000	8.1297	7.9233	7.7169	7.5106	7.3042	7.0978
Chemical Tanker (MR)	40,000+	6.5663	6.3996	6.2329	6.0662	5.8995	5.7328
Chemical Tanker (Handy)	20,000 – 39,000	9.0678	8.8376	8.6074	8.3772	8.1470	7.9168

Annual Efficiency Ratio ("AER"): shall mean with respect to a ship, its annual efficiency ratio for the particular calendar year, as calculated per Section 2.1 (*Selecting the right metric for measuring climate alignment*) of the Poseidon Principles Technical Guidance as follows:

$$AER = \frac{\Sigma Ci}{\Sigma \text{DWT x } Di}$$

where (a) Ci is the carbon emissions for voyage i computed using the fuel consumption and carbon factor of each type of fuel, (b) DWT is the design deadweight of the ship, and (c) Di is the distance travelled on voyage i. The AER with respect to any ship is computed for all voyages performed by the ship over the relevant calendar year.

Chemical Cargo	means all chemical cargo which includes but not limited to vegetable oil and easy chemicals, but for the avoidance of doubt, does not include clean and dirty oil products.
Declassification Event	shall mean: (a) any determination by the Agent (acting on the instructions of the Majority Lenders) that the Borrower has failed to perform or comply with the covenants and other provisions set out in this Schedule 8 (*Sustainability Principles*); or (b) any determination by the Agent (acting on the instructions of the Majority Lenders) that this Agreement is no longer (or may no longer be) in compliance with the Sustainability-Linked Loan Principles (as defined below).
Fleet Sustainability Score:	shall mean with respect to any calendar year, the weighted average of the Vessel Sustainability Score of all Hafnia-owned Ships for such calendar year, determined based on Vessel Weighting.
Hafnia-owned Ship:	shall mean any ship that is ultimately owned, in whole or in part and directly or indirectly, by the Parent at the end of a calendar year, and any ship that remains bareboat chartered-in by a member of the Group at the end of a calendar year.
IMO:	means the International Maritime Organization.
Percentage of Chemical Cargo	shall mean with respect to any calendar year, the percentage of Chemical Cargo out of the total cargo transported by the Group and calculated as follows: $$Percentage\ of\ Chemical\ Cargo = \frac{Chemical\ Cargo\ (in\ metric\ tonne)}{Total\ cargo\ (in\ metric\ tonne)}$$
Poseidon Principles Technical Guidance:	shall mean the Poseidon Principles Technical Guidance version 4.2 dated April 2023, as published on https://www.poseidonprinciples.org/finance/poseidon 173 _principles/
Recognized Organization:	shall mean in respect of a ship, an organization duly recognized by that ship's flag state which is an Approved Classification Society (or another organization requested by the Borrower and accepted by the Agent (acting on the instructions of the Majority Lenders)) and duly authorized to determine that ship's compliance with regulation 22A of Annex VI (IMO DCS) by way of the Vessel Carbon Intensity Certificate.
Second Party Opinion:	shall mean an opinion provided by DNV Business Assurance Singapore Pte Ltd., an international provider of ESG research and services for investors and organizations, or by an independent third-party specialist of acceptable standing in the sustainable financing industry and with relevant expertise to opine on the sustainability aspects related to the Revolving Credit Facility and specifically the alignment of the Revolving Credit Facility with the Sustainability-Linked Loan Principles, in form and substance acceptable to the Agent (acting on the instructions of all Lenders).

Sustainability Compliance Certificate: as defined above.

Sustainability-Linked Loan Principles: shall mean the "Sustainability-Linked Loan Principles" document as published in February 2023 by the Loan Market Association, Asia Pacific Loan Market Association and the Loan Syndications and Trading Association.

Vessel Carbon Intensity Certificate: shall mean a certificate issued by a Recognized Organization verifying, the ship fuel oil consumption data submitted to the IMO, reported in accordance with Regulation 22A of Annex VI which forms the basis of the calculation of the AER of a ship for the relevant calendar year (for all voyages performed during such calendar year).

Vessel Sustainability Score: shall mean the percentage difference between a ship's AER (as calculated with inputs from the Vessel Carbon Intensity Certificate) and the relevant AER Trajectory Value based on vessel type and size, for the corresponding calendar year.

Vessel Weighting: shall mean for any ship for any calendar year, the product of (i) DWT, the design deadweight of the ship, and (ii) distance travelled on all voyages performed by the ship over the relevant calendar year. For any Hafnia-owned Ship that is not owned in whole, directly or indirectly, by the Parent, the Vessel Weighting will be further multiplied by (iii) the Parent's percentage of ownership at the end of the relevant calendar year.

Sustainability Margin Adjustment Mechanism: There are a total of two Sustainability Performance Targets (the "**SPTs**") being (i) SPT 1 – Fleet Sustainability Score and (ii) SPT 2 – Percentage of Chemical Cargo.

SPT 1 – Fleet Sustainability Score

Year	Achieved	Neutral	Not Achieved
2023	Below AER Trajectory Value by >23%	Below AER Trajectory Value by 0% to 23%	Above AER Trajectory Value
2024	Below AER Trajectory Value by >22%	Below AER Trajectory Value by 0% to 22%	Above AER Trajectory Value
2025	Below AER Trajectory Value by >21%	Below AER Trajectory Value by 0% to 21%	Above AER Trajectory Value
2026	Below AER Trajectory Value by >19%	Below AER Trajectory Value by 0% to 19%	Above AER Trajectory Value
2027	Below AER Trajectory Value by >17%	Below AER Trajectory Value by 0% to 17%	Above AER Trajectory Value
2028	Below AER Trajectory Value by >15%	Below AER Trajectory Value by 0% to 15%	Above AER Trajectory Value

SPT 2 – Percentage of Chemical Cargo

Year	Achieved	Not Achieved
2023 to 2028	≥7%	<7%

The Margin is subject to the following margin adjustments in the upcoming 12 months, starting from the next Quarter Date:

SPT 1	SPT 2	Margin Impact (basis points)
Achieved	Achieved	-5.0
Achieved	Not Achieved	-3.0
Neutral	Achieved	0
Neutral	Not Achieved	0
Not Achieved	Achieved	+3.0
Not Achieved	Not Achieved	+5.0

Appendix
Form of Sustainability Compliance Certificate

To: DBS Bank Ltd. (as Sustainability Agent for and on behalf of the Finance Parties)

From: Hafnia Pte. Ltd. (as Borrower)

Dated: [●]

Dear Sirs

Up to $303,118,750 Facility Agreement dated [●] 2023 (the Agreement)

1 We refer to the Agreement. This is a Sustainability Compliance Certificate for calendar year [●] (the **Relevant Year**). Terms defined in the Agreement have the same meaning when used in this Sustainability Compliance Certificate unless given a different meaning in this Sustainability Compliance Certificate.

2 We confirm that, in respect of the Relevant Year:

(i) the Fleet Sustainability Score is [●] and Percentage of Chemical Cargo is [●];
(ii) the attached schedule (the "**Schedule**") sets out the following:
(A) the list of Hafnia-owned Ships and each such ship's Vessel Sustainability Score and Vessel Weighting; and
(B) the volume of Chemical Cargo and total cargo transported by the Group.

3 Enclosed with this Sustainability Compliance Certificate are certificates from a Recognized Organization (such as the Vessel Carbon Intensity Certificates), the contents of which shall enable the calculation of each Hafnia-owned Ship's Vessel Sustainability Score.

4 For the 12 month period as and from the immediately next Quarter Date, the applicable Margin applying in respect of all Revolving Credit Facility Loans under the Agreement should be [150][155] basis points per annum [minus [●] basis points] [plus [●] basis points]. For the same period commitment fee under clauses 11.1 and 11.2 of the Agreement shall be calculated based on the aforementioned [adjusted] applicable Margin.

5 This Sustainability Compliance Certificate and any non-contractual obligations connected with it are governed by English law. Clause 47 (*Enforcement*) of the Agreement shall apply to this Sustainability Compliance Certificate, *mutatis mutandis*.

Signed by:

_____

Authorised signatory(ies) of Hafnia Pte. Ltd.

Schedule 9

Compounded Rate Terms

CURRENCY: Dollars.

Cost of funds as a fallback

Cost of funds will apply as a fallback.

Definitions

Break Costs: None specified.

Business Day Conventions (definition of "month" and Clause 9.10 (*Non-Business Days*)):

(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:

(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Central Bank Rate:

(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or

(b) if that target is not a single figure, the arithmetic mean of:

(i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment: means in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the twenty per cent (20%) trimmed arithmetic mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread: means, in relation to any relevant RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) of:

(a) the RFR for that relevant RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Daily Rate The "**Daily Rate**" for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five (5) RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to five (5) decimal places and if, in either case, that rate is less than zero, the Daily Rate shall be deemed to be such a rate that the Daily Rate is zero.

Lookback Period: Five RFR Banking Days.

Market Disruption Rate:	The percentage rate per annum which is the Cumulative Compounded RFR Rate for the Interest Period of the relevant Revolving Credit Facility Loan.
Relevant Market:	The market for overnight cash borrowing collateralised by US Government securities.
Reporting Day:	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.
RFR:	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
RFR Banking Day:	Any day other than: (a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
RFR Contingency Period:	30 days
Reporting Times	
Deadline for the Lenders to report market disruption in accordance with Clause 10.3 (*Market disruption*)	Close of business in Singapore on the date falling one Business Day after the Reporting Day for the relevant Revolving Credit Facility Loan.
Deadline for the Lenders to report their cost of funds in accordance with Clause 10.3 (*Cost of funds*)	Close of business on the date falling three (3) Business Days after the Reporting Day for the relevant Revolving Credit Facility Loan (or, if earlier, on the date falling three (3) Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Revolving Credit Facility Loan).

Schedule 10

Daily Non-Cumulative Compounded RFR Rate

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "**i**" during an Interest Period for a Revolving Credit Facility Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"**UCCDRi**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

"**UCCDRi-1**" means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**ni**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tni**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day; "**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five (5) decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1 + \frac{DailyRate_{i-LP} \times n_i}{dcc}\right) - 1\right] \times \frac{dcc}{tn_i}$$

where:

"**d0**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRatei-LP**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tni**" has the meaning given to that term above.

Schedule 11

Cumulative Compounded RFR Rate

The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Revolving Credit Facility Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Schedule 10 (*Daily Non-Cumulative Compounded RFR Rate*)) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

where:

"**d0**" means the number of RFR Banking Days during the Interest Period;

"**i**" means a series of whole numbers from one to d**0**, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"**DailyRatei-LP**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"**d**" means the number of calendar days during that Interest Period.

Schedule 12

Form of Attestation to be issued by the Borrower

Date: [31 January of each calendar year]

Capitalised terms used in this attestation shall have the meanings set out in the $303,118,750 Facility Agreement dated [●] 2023 (the **Agreement**).

The Borrower confirms that it was, to the best of its knowledge and belief, in compliance with the Russian Price Cap Framework to the extent [the Ship / any of the Ships] was engaged in the maritime transport services of Russian Oil Products during the twelve (12) months ending on [insert date of the preceding 31 December].

The Borrower attests that it has received and retained an attestation or price information from the Charterer that any Russian Oil Products loaded onto [the Ship / any of the Ships] during the above-referenced period were purchased at or below any applicable cap pursuant to the Russian Price Cap Framework.

Signature of Legal Representative of the Borrower

SIGNATURES

THE BORROWER

HAFNIA PTE. LTD.

By: /s/ Petrus Wouter Van Echtelt
Petrus Wouter Van Echtelt
Director

THE PARENT

HAFNIA LIMITED

By: /s/ Petrus Wouter Van Echtelt
Petrus Wouter Van Echtelt
Director

THE FACILITY CO-ORDINATOR

BNP PARIBAS

By:	/s/ Matthew Forrest	/s/ Marisa Dupuis
	Matthew Forrest	Marisa Dupuis
	Managing Director	Director

THE AGENT

NORDEA DANMARK, FILIAL AF NORDEA BANK ABP, FINLAND

By: /s/ Zara Ann Loh
Zara Ann Loh
Attorney-in-fact

THE SECURITY AGENT

NORDEA BANK ABP, FILIAL I NORGE

By: /s/ Zara Ann Loh
Zara Ann Loh
Attorney-in-fact

THE ARRANGERS

BNP PARIBAS

By: /s/ Matthew Forrest
Matthew Forrest
Managing Director

/s/ Marisa Dupuis
Marisa Dupuis
Director

DBS BANK LTD.



By:

THE IYO BANK, LTD. SINGAPORE BRANCH

By: KAZUSHI TANAKA
/s/ Kazushi Tanaka

General Manager

DANSKE BANK A/S

By: /s/ Rolf Erik Linge

Rolf Erik Linge
Managing Director

By: /s/ Stian Hjelmeland

Stian Hjelmeland
Senior Client Executive

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung

Lisa Fung
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Amy Chow

Amy Chow, Managing Director, Shipping Finance

CITIBANK, N.A., SINGAPORE BRANCH

By: /s/ Gilbert Ng
Gilbert Ng
Managing Director
Citibank N.A, Singapore Branch

NORDEA BANK ABP, FILIAL I NORGE

By: /s/ Zara Ann Loh
Zara Ann Loh
Attorney-in-fact

THE SUSTAINABILITY CO-ORDINATOR

DBS BANK LTD.

By:

THE SUSTAINABILITY AGENT

DBS BANK LTD.

By:

THE LENDERS

BNP PARIBAS

By: /s/ Matthew Forrest
Matthew Forrest
Managing Director

By: /s/ Marisa Dupuis
Marisa Dupuis
Director

DBS BANK LTD.

By: 

THE IYO BANK, LTD. SINGAPORE BRANCH

By: KAZUSHI TANAKA
/s/ Kazushi Tanaka
General Manager

DANSKE BANK, NORWEGIAN BRANCH

By: /s/ Rolf Erik Linge
Rolf Erik Linge
Managing Director

/s/ Stian Hjelmeland
Stian Hjelmeland
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Gilbert Ng
Managing Director
Citibank N.A, Singapore Branch

NORDEA BANK ABP, FILIAL I NORGE

By: /s/ Zara Ann Loh
Zara Ann Loh
Attorney-in-fact

THE HEDGING PROVIDERS

BNP PARIBAS

By: /s/ Lo Sze Sing
Lo Sze Sing
Authorised Signatory

By: /s/ Lau Jason Yiu Fai
Lau Jason Yiu Fai
Authorised Signatory

DBS BANK LTD.

By: 

DANSKE BANK A/S

By: /s/ Rolf Erik Linge
Rolf Erik Linge
Managing Director

/s/ Stian Hjelmeland
Stian Hjelmeland
Senior Client Executive

OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: /s/ Lisa Fung
Lisa Fung
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: /s/ Amy Chow
Amy Chow, Managing Director, Shipping Finance

NORDEA BANK ABP

By: /s/ Zara Ann Loh
Zara Ann Loh
Attorney-in-fact

Exhibit 4.11

Confidential

Execution version

Dated 17 March 2022

HAFNIA PTE. LTD.

as Borrower

guaranteed by

HAFNIA LIMITED

with

NORDEA BANK ABP, FILIAL I NORGE

as Bookrunner and Facility Co-ordinator

NORDEA BANK ABP, FILIAL I NORGE

as Agent

NORDEA BANK ABP, FILIAL I NORGE

as Security Agent

AMENDMENT AND RESTATEMENT AGREEMENT

RELATING TO AN ORIGINALLY $216,600,000 SENIOR SECURED TERM LOAN AND IN RESPECT OF THE INCLUSION OF A REVOLVING CREDIT FACILITY OF UP TO $70,000,000

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 17 March 2022 and made between:

(1) **HAFNIA PTE. LTD**. (the **Borrower**);

(2) **HAFNIA LIMITED** (the **Parent**);

(3) **NORDEA BANK ABP, FILIAL I NORGE** as bookrunner and facility co-ordinator (the **Facility Co-ordinator**);

(4) **NORDEA BANK ABP, FILIAL I NORGE** as agent of the other Finance Parties (the **Agent**);

(5) **NORDEA BANK ABP, FILIAL I NORGE** as security agent of the Finance Parties (the **Security Agent**);

(6) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 of the Facility Agreement as original lenders (the **Original Lenders**);

(7) **THE ORIGINAL LENDERS** as mandated lead arrangers (whether acting individually or together the **Arrangers**); and

(8) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 of the Facility Agreement as hedging providers (the **Hedging Providers**).

WHEREAS:

(A) This Agreement is supplemental to the facility agreement dated 10 January 2019 between (i) the Borrower, (ii) the Parent, (iii) the Facility Co-ordinator, (iv) the Agent, (v) the Security Agent, (vi) the Original Lenders, (vii) the Arrangers and (viii) the Hedging Providers, as amended by a letter dated 28 September 2020 and as supplemented from time to time (the **Original Agreement**) in respect of a $216,000,000 secured loan facility.

(B) The Parties are entering into this Agreement to document certain amendments to the Original Agreement in connection with the introduction of a revolving credit facility of up to $70,000,000.

(C) In consideration of the amendments to the Original Agreement described herein and for other good, adequate and valuable consideration, the receipt and sufficiency of which is hereby confirmed and acknowledged by the parties, it is hereby agreed as follows.

1 Interpretation

1.1 Definitions in Original Agreement

Unless the context otherwise requires and save as mentioned below, words and expressions defined in the Original Agreement shall have the same meanings when used in this Agreement. In addition, in this Agreement, the following expressions shall have the following meanings:

Effective Date means the date specified in an Effective Date Notice which has been executed and delivered by the Agent.

Effective Date Notice means a notice executed by the Agent in the form set out in Schedule 2 (*Effective Date Notice*).

Facility Agreement means the Original Agreement as amended and restated pursuant to this Agreement.

Relevant Documents means each of:

(a) this Agreement;

(b) the Supplemental Shipowner Guarantee;

(c) the Second Mortgages over each of the Ships; and

(d) the Second Deeds of Covenant in relation to each of the Ships.

Relevant Parties means the Borrower, the Parent and the Owner.

Second Deed of Covenant means, in relation to a Ship, a second deed of covenant in respect of such Ship containing a second assignment of the Owner's interest in the Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of 36 months by the Owner in favour of the Security Agent in the agreed form.

Second Mortgage means, in relation to a Ship, a second mortgage of the Ship in the agreed form by the Owner in favour of the Security Agent.

Supplemental Shipowner Guarantee means a supplemental letter to each Shipowner Guarantee for the Ships, from the Owner in favour of the Security Agent in the agreed form, confirming that each Shipowner Guarantee remains in full force and effect and extends to the Revolving Credit Facility (as defined in the Facility Agreement).

1.2 Interpretation

(a) References in the Original Agreement to **this Agreement** shall, with effect from the Effective Date and unless the context otherwise requires, be references to the Original Agreement as amended by this Agreement and words such as **herein**, **hereof**, **hereunder**, **hereafter**, **hereby** and **hereto**, where they appear in the Original Agreement, shall be construed accordingly.

(b) This Agreement is a Finance Document.

1.3 Incorporation of certain references

Clauses 1.2 to 1.7 of the Original Agreement shall be deemed to be incorporated in this Agreement in full, *mutatis mutandis*.

2 Amendment and restatement

2.1 Amendment and restatement

From the Effective Date, the Original Agreement shall be amended and restated as set out Schedule 1 (*Amended and restated facility agreement*) to this Agreement.

2.2 Continuing obligations

Each of the Borrower and the Parent hereby agrees that, except as amended by this Agreement, the provisions of the Original Agreement and the Finance Documents to which it is a party and its obligations thereunder, shall remain and continue in full force and effect, and the Original Agreement and this Agreement shall be read and construed as one instrument.

3 Representations and warranties

The Borrower and the Parent represents and warrants to each Finance Party on the date of this Agreement and on the Effective Date that the representations and warranties set out in clause 18 (*Representations*) of the Original Agreement by it are true and correct as if made at the date of this Agreement with reference to the facts and circumstances existing at such date(s) and as if (i) references therein to “Finance Documents” included reference to each of the Relevant Documents (and so that the representations and warranties set out in clauses 18.17 to 18.19 (*Original Financial Statements*) of the Original Agreement shall refer to the audited consolidated financial statements of the relevant Obligors and the Group in respect of the financial year ended 2020 as delivered to the Agent under clause 19.3 (*Financial statements*) of the Original Agreement) and (ii) references therein (and in the definition of ‘Legal Reservations’) to "Legal Opinions" also included the legal opinions delivered to the Agent in connection with any of the Relevant Documents.

4 Fees and Expenses

4.1 Expenses

The Borrower shall (without prejudice to clause 4.2) pay to the Agent and the Security Agent within six Business Days of demand all documented expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and registration of the Relevant Documents and any other documents referred to in this Agreement.

4.2 Stamp and other duties

The Borrower shall:

(a) pay all stamp duty, registration or other similar Taxes payable in respect of the Relevant Documents; and

(b) within six Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability that Finance Party reasonably and properly incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of the Relevant Documents.

5 Confirmations

Each of the Borrower and the Parent acknowledges, confirms and agrees that:

(a) notwithstanding the amendments made to the Original Agreement by this Agreement:

(i) in the case of the Parent, its guarantee and indemnity (and related obligations and liabilities) under clause 17 (*Guarantee and indemnity*) of the Original Agreement remains in full force and effect and shall further extend to the Revolving Credit Facility (as defined in the Facility Agreement);

(ii) each of the Finance Documents to which it is a party, and its obligations and liabilities thereunder remain in full force and effect and each of the Security Documents (as supplemented by the Relevant Documents) remain effective to secure the Secured Obligations (as defined in those Security Documents and as amended by this Agreement) in favour of the Finance Parties;

(iii) it shall procure that each of the Security Documents (as supplemented by the Relevant Documents) to which any other Obligor is a party and their respective obligations thereunder remain in full force and effect and continue to secure the Secured Obligations (as defined in those Security Documents and as amended by this Agreement) in favour of the Finance Parties; and

(b) with effect from the Effective Date, references to "the Agreement" (where referring to the Original Agreement) or the "Facility Agreement" in any of the Finance Documents to which it is a party shall henceforth be a reference to the Facility Agreement.

6 Effective Date

6.1 The amendments to be made to the Original Agreement by this Agreement shall take effect on and from the Effective Date. On or prior to the Effective Date, the Agent shall have received the following documents or evidence in form and substance satisfactory to it (and the Agent shall notify the Borrower accordingly):

(a) in respect of each Relevant Party:

(i) a copy, certified as a true copy by a director or an authorised person of such company, of resolutions of the board of directors, board of commissioners or governors (or of a committee of the board of directors or governors) evidencing approval of each Relevant Document to which it is a party and authorising its appropriate officers to execute and deliver each Relevant Document to which it is a party and to give all notices and take all other action required under each Relevant Document to which it is a party;

(ii) specimen signatures of the persons authorised in the certificate of resolutions referred to in clause 6.1(a)(i), if different from those delivered in relation to the Original Agreement; and

(iii) a copy, certified as a true copy, and as being in full force and effect and not revoked or withdrawn, by a director or an authorised person of such company, of any power of attorney issued by that company pursuant to the said resolutions;

(b) the Fee Letters duly executed and evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) of the Facility Agreement have been or will be paid by the Effective Date or such later date as agreed with the Agent;

(c) such documentation and information as any Finance Party may reasonably request through the Agent to satisfy and "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party;

(d) an original of each of the Relevant Documents duly executed by each of the parties thereto, other than the Finance Parties;

(e) evidence that each of the Second Mortgages and each of the Second Deeds of Covenant has been or will be duly registered as may be required under the laws of the Flag State for the applicable Ship and under other applicable laws and that all fees in connection therewith have been or will be paid in full;

(f) agreed form legal opinions as approved by the Agent from:

(i) Norton Rose Fulbright (Asia) LLP on matters of English law;

(ii) Norton Rose Fulbright (Asia) LLP on matters of Singapore law; and

(iii) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law;

(g) evidence that the Parent has appointed the Borrower as its process agent (and that the Borrower has accepted its appointment) in respect of this Agreement;

(h) a copy of the Compliance Certificate from the Parent evidencing that the Parent has complied with clause 20 (Financial covenants) of the Facility Agreement in respect to the period ending 30 June 2021;

(i) in relation to each Ship's Insurances, evidence that such Insurances are placed in accordance with clause 24 (*Insurance*) of the Facility Agreement; and

(j) valuations for each of the Ships obtained not more than forty five (45) days before the Effective Date and prepared in accordance with clause 25 (*Minimum security value*).

6.2 If the Effective Date falls before the last day of an Interest Period of a Loan advanced prior to the Effective Date (which shall, for the avoidance of doubt, coincide with a Quarter Date):

(a) the interest calculation (including, without limitation, the relevant LIBOR rate) relating to that Loan under the Original Agreement shall continue to apply to that Loan for that Interest Period;

(b) the terms of the Original Agreement in respect to the calculation, accrual and payment of interest shall continue to apply for that Loan for that Interest Period; and

(c) on and from the first day of the next Interest Period for that Loan:

(i) that Loan shall be one on Compounded Rate Terms; and

(ii) the full terms of Facility Agreement shall apply to that Loan.

7 Consent to amendments to Original Agreement

Pursuant to clause 41.3 (*All Lender matters*) of the Original Agreement, the Lenders hereby consent to the amendments to be made to the Original Agreement by this Agreement.

8 Further assurance

8.1 Clause 21.15 (*Further assurance*) of the Original Agreement, as amended and restated by this Deed, applies to this Deed as if it were expressly incorporated in it with any necessary modifications.

9 Miscellaneous

9.1 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

9.2 Partial invalidity

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

9.3 Notices

The provisions of clause 37 (*Notices*) of the Original Agreement shall extend and apply to the giving or making of notices or demands hereunder as if the same were expressly stated herein.

10 Governing law and Enforcement

10.1 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

10.2 Enforcement

Clause 47 (*Enforcement*) of the Original Agreement shall apply *mutatis mutandis* to this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Schedule 1
Amended and restated facility agreement

Execution version

Dated 10 January 2019 as amended by a letter dated 28 September 2020 and as further amended and restated by an amendment and restatement agreement dated March 2022

HAFNIA PTE. LTD.
as Borrower

guaranteed by
HAFNIA LIMITED

with
NORDEA BANK ABP, FILIAL I NORGE
as Bookrunner and Facility Co-ordinator

NORDEA BANK ABP, FILIAL I NORGE
as Agent

NORDEA BANK ABP, FILIAL I NORGE
as Security Agent

BNP PARIBAS, NORDEA BANK ABP, FILIAL I NORGE,
OVERSEA-CHINESE BANKING CORPORATION LIMITED,
SG CORPORATE FINANCE (HONG KONG) LIMITED,
STANDARD CHARTERED BANK (SINGAPORE) LIMITED

and

UNITED OVERSEAS BANK LIMITED
as mandated lead arrangers

THE BANKS, FINANCIAL INSTITUTIONS
AND OTHER ENTITIES LISTED HEREIN
as Lenders

and

THE BANKS, FINANCIAL INSTITUTIONS
AND OTHER ENTITIES LISTED HEREIN
as Hedging Providers

FACILITY AGREEMENT

$286,600,000 senior secured term loans and revolving credit facility

NORTON ROSE FULBRIGHT

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THIS AGREEMENT was dated 10 January 2019 as amended by a letter dated 28 September 2020 and as further amended and restated pursuant to an amendment and restatement agreement dated March 2022 and is made between:

(A) **HAFNIA PTE. LTD.** (the **Borrower**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **NORDEA BANK ABP, FILIAL I NORGE** as bookrunner and facility co-ordinator (the **Facility Co-ordinator**);

(D) **NORDEA BANK ABP, FILIAL I NORGE** as agent of the other Finance Parties (the **Agent**);

(E) **NORDEA BANK ABP, FILIAL I NORGE** as security agent of the Finance Parties (the **Security Agent**);

(F) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as original lenders (the **Original Lenders**);

(G) **THE ORIGINAL LENDERS** as mandated lead arrangers (whether acting individually or together the **Arrangers**); and

(H) **THE BANKS, FINANCIAL INSTITUTIONS & OTHER ENTITIES** listed in Schedule 1 as hedging providers (the **Hedging Providers**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrower.

Advance means a Tranche A Advance or a Tranche B Advance or an advance under the Revolving Credit Facility.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Agent includes any person who may be appointed as such under the Finance Documents.

Amendment and Restatement Agreement means the agreement dated March 2022 and made between the Parties relating to the amendment and restatement of this Agreement.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order) or any similar laws enacted in or by the United States, the European Union or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Lorentzen & Stemoco, Clarksons Valuations, Drewry Maritime Advisors and such other independent reputable brokers nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders).

Approved Classification Society means DNV GL, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) and, in relation to each Ship on their respective Delivery Dates, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man and the United Kingdom or such other jurisdiction as may be requested by the Borrower and approved in writing by the Agent (acting on the instructions of all Term Lenders with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pte. Ltd., Straits Tankers Pte. Ltd., Hafnia Management A/S (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR or handy tankers as commercial managers; and

(b) BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., MMS Co., Ltd., Norden Synergy Ship Management A/S and Wallem GmbH & Co. KG as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrower and approved in writing by the Agent (acting on the instructions of the Majority Lenders) as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrower.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

Basel II Accord means the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to any Finance Party, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by that Finance Party (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by a Finance Party or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Finance Party or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means any amount specified as such in the Compounded Rate Terms.

Builder means, in relation to a Ship, the person specified as such in Schedule 2 (*Ship information*).

Building Contract means, in relation to a Ship, the shipbuilding contract specified in Schedule 2 (*Ship information*) relating to the construction of such Ship.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong, London, Oslo and Singapore and, with respect to any payments to be made hereunder, New York and which is a RFR Banking Day.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th floor, Suite 400, 22 Church Street, HM 1189, Hamilton HM EX, Bermuda.

Central Bank Rate has the meaning given to that term in the Compounded Rate Terms.

Central Bank Rate Adjustment has the meaning given to that term in the Compounded Rate Terms.

Change of Control Event means that:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Interests**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3, Part 3, paragraph 1(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Code means the US Internal Revenue Code of 1986.

Commitment means, in relation to a Lender, its Tranche A Commitment or Tranche B Commitment or Revolving Credit Facility Commitment and **Commitments** means all of them.

Compliance Certificate means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*) or otherwise approved.

Compounded Rate Supplement means a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Lenders);

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Compounded Rate Terms; and

(c) has been made available to the Borrower and each Finance Party.

Compounded Rate Terms means the terms set out in Schedule 7 (*Compounded Rate Terms*) or in any Compounded Rate Supplement.

Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Loan, the percentage rate per annum which is the aggregate of:

(a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and

(b) the applicable Credit Adjustment Spread.

Compounding Methodology Supplement means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrower, the Agent (in its own capacity) and the Agent (acting on the instructions of the Majority Banks);

(b) specifies a calculation methodology for that rate; and

(c) has been made available to Borrower and each Finance Party.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Facilities of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers;

(b) any shareholders of the Parent; or

(c) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any member of the Group or any of its advisers,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that:

(A) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of clause 42 (*Confidentiality*); or

(B) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(C) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(ii) any Funding Rate.

Confirmation shall have, in relation to any Hedging Transaction, the meaning given to it in the relevant Hedging Master Agreement.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, by-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Credit Adjustment Spread means, in respect of a Loan, any rate which is either:

(a) specified as such for that Loan in the Compounded Rate Terms; or

(b) determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology (if any) specified in the Compounded Rate Terms for that Loan.

Contract Price means, in relation to a Ship, the price of the Ship paid or payable under the Building Contract for such Ship.

Contribution in relation to a Lender, means the principal amount of the Loans owing to such Lender at any relevant time**.**

Cumulative Compounded RFR Rate means, in relation to an Interest Period for a Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 9 (*Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Non-Cumulative Compounded RFR Rate means, in relation to any RFR Banking Day during an Interest Period for a Loan, the percentage rate per annum determined by the Agent (or by any other Finance Party which agrees to determine that rate in place of the Agent) in accordance with the methodology set out in Schedule 8 (*Daily Non-Cumulative Compounded RFR Rate*) or in any relevant Compounding Methodology Supplement.

Daily Rate means the rate specified as such in the Compounded Rate Terms.

Deed of Covenant means, in relation to a Ship, each of (a) the first deed of covenant in respect of such Ship containing a first assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty-six (36) months executed by the Owner in favour of the Security Agent and (b) a second deed of covenant in respect of such Ship containing a second assignment of its interest in the Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty-six (36) months granted or to be granted by the Owner in favour of the Security Agent.

Default means an Event of Default or any event or circumstance specified in clause 28 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Delivery means, in relation to a Ship, the delivery and acceptance of that Ship by the Builder to the Owner under the relevant Building Contract.

Delivery Date means, in relation to a Ship, the date on which its Delivery occurs.

Disposal Repayment Date means in relation to:

(a) a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date; and

(b) a sale of a Mortgaged Ship by the Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Effective Date means the date so designated under the Amendment and Restatement Agreement.

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*).

Facility Office means:

(a) in respect of a Lender, the office or offices notified by that Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement; and

(b) in respect of any other Finance Party, the office in the jurisdiction in which it is resident for tax purposes.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully paid and discharged.

Facilities means all of (i) Tranche A, (ii) Tranche B and (iii) the Revolving Credit Facility, in each case made available under this Agreement as described in clause 2 (*The Facilities*) and **Facility** means any of them.

Fair Market Value means, in respect of any Ship, the average of the valuations (free of charter and on a willing buyer and seller basis), determined in accordance with clause 25 (*Minimum security value*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "pass thru payment" described in section 1471(d)(7) of the Code not falling within (a) above, the first date from which a payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Fee Letter means any letter between the Arrangers or the relevant Lenders and the Borrower (or the Agent and the Borrower) setting out any of the fees referred to in clauses 11.5 to 11.8 (*Fees*).

Final Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days*), (a) in relation to Tranche A, seven (7) years from the relevant Utilisation Date in relation to each Tranche A Advance, (b) in relation to Tranche B, five (5) years from the relevant Utilisation Date in relation to each Tranche B Advance (provided that such date shall not be later than the Final Repayment Date in relation to the relevant Tranche A Advance) and (c) in relation to the Revolving Credit Facility, the second anniversary of the Effective Date.

Finance Documents means this Agreement, the Amendment and Restatement Agreement, any Fee Letter, the Security Documents, the Hedging Contracts, any Hedging Master Agreement, any Transfer Certificate, any Compounded Rate Supplement, any Compounding Methodology Supplement and any other document designated as such by the Agent and the Borrower.

Finance Party means the Agent, the Security Agent, any Arranger, any Hedging Provider or a Lender.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP;

(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

First Repayment Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, (a) in relation to each Tranche A Advance under the Tranche A Loan, (i) the first Quarter Date falling after the Utilisation Date for that Tranche A Advance or (ii) if there is less than forty five (45) days between the Utilisation Date for that Tranche A Advance and such first Quarter Date, the next Quarter Date thereafter and (b) in relation to each Tranche B Advance under the Tranche B Loan, (i) the first Quarter Date falling after the Utilisation Date for that Tranche B Advance or (ii) if there is less than forty five (45) days between the Utilisation Date for that Tranche B Advance and such first Quarter Date, the next Quarter Date thereafter.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Term Lenders or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Funding Rate means any individual rate notified by a Lender to the Agent pursuant to clause 10.3(a)(ii) (*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrower and the Owner) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

Hedging Contract means any Hedging Transaction in connection with the Facilities between the Borrower and any Hedging Provider pursuant to any Hedging Master Agreement and includes the Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means all of them.

Hedging Master Agreements means the agreements made or (as the context may require) to be made between the Borrower and a Hedging Provider each comprising a 2002 ISDA Master Agreement and Schedule thereto in the agreed form and **Hedging Master Agreement** means any of them.

Hedging Transaction has, in relation to any Hedging Master Agreement, the meaning given to the term "**Transaction**" in that Hedging Master Agreement.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) each Finance Party and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Insurance Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Security Agent in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the Owner or the joint names of the Owner and any other person in respect of or in connection with such Ship and/or the Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interest Payment means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Loan.

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.4 to 8.6 (*Default interest*).

IPO Event means the listing of the shares of the Parent on the Oslo Stock Exchange or any other equivalent stock exchange following an initial public offering.

Last Availability Date means:

(a) in relation to a Ship Commitment, the earlier of the date specified as such in respect of the relevant Ship in Schedule 2 (*Ship information*) and the Utilisation Date for the relevant Ship Commitment;

(b) in relation to a Ship Scrubber Commitment,

(i) in respect of Ship 1 to Ship 3, the earlier of the date which is two (2) years from the Delivery Date in respect of the relevant Ship and the Utilisation Date of the relevant Ship Scrubber Commitment; and

(ii) in respect of Ship 4 to Ship 6, the earlier of the date which is one (1) year from the Delivery Date in respect of the relevant Ship and the Utilisation Date of the relevant Ship Scrubber Commitment; and

(c) in relation to the Revolving Credit Facility Commitment, the date falling 3 months prior to the Final Repayment Date for the Revolving Credit Facility,

or such later dates as may be requested by the Borrower and approved by the relevant Lenders.

Legal Opinion means any legal opinion delivered to the Agent under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the Original Lenders; and

(b) any lender which has become a Party as a lender in accordance with clause 29 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement, and **Lenders** means all of them and all references to "Lender" or "Lenders" in this Agreement shall, unless otherwise specified in any particular case, include references to both Term Lenders and RCF Lenders.

Loan Period means the period from the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents (excluding the Hedging Contracts) has been fully paid and discharged.

Loans mean the Tranche A Loan, the Tranche B Loan and each Revolving Credit Facility Loan and **Loan** means any of them.

Lookback Period means the number of days specified as such in the Compounded Rate Terms.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.16 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Majority Lenders means:

(a) if no Loans are then outstanding, a Term Lender or Term Lenders whose Commitments aggregate equal or more than 66⅔% of the Total Term Loan Facility Commitments (or, if the Total Term Loan Facility Commitments have been reduced to zero, aggregated equal or more than 66⅔% of the Total Term Loan Facility Commitments immediately prior to the reduction);

(b) at any other time when the Term Loans remain outstanding, a Term Lender or Term Lenders whose participations in the Term Loans aggregate equal or more than 66⅔% of the aggregate Term Loans; or

(c) at any other time when only the Revolving Credit Facility remains outstanding, a RCF Lender or RCF Lenders whose participations in the Revolving Credit Facility aggregate equal or more than 66⅔% of the aggregate Revolving Credit Facility.

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Security Agent in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means:

(a) in relation to Tranche A, 1.50% per annum;

(b) in relation to Tranche B, 1.50% per annum; and

(c) in relation to the Revolving Credit Facility, 2.36% per annum (in respect of the period of 12 months from the Effective Date) and 2.86% per annum (in respect of the remaining period (and starting on the 1 year anniversary of the Effective Date) until the Final Repayment Date in relation to the Revolving Credit Facility).

Market Disruption Rate means the rate (if any) specified as such in the Compounded Rate Terms.

Material Adverse Effect means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole; or

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of any Finance Party under any of the Finance Documents.

Merger means any merger or consolidation between Hafnia Tankers Ltd (or the surviving entity following any merger or consolidation between Hafnia Tankers Ltd and any of the Parent's wholly-owned subsidiaries) and the Parent with the Parent being the surviving entity.

Minimum Value means, at any time, the amount in dollars which is at that time equal to one hundred and twenty five per cent (125%) of the aggregate of the Loans (excluding each Revolving Credit Facility Loan) outstanding minus:

(a) the amount of the mandatory prepayment applied or to be applied to the Term Loan Facility under clause 7.15 (*Sale or Total Loss*) as a result of any Mortgaged Ship being sold or which has become a Total Loss but whose Disposal Repayment Date has not then occurred; and

(b) in the context of clause 25.12 (*Security shortfall*) only, the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Mortgage means, in relation to a Ship, each of (i) the first mortgage of such Ship granted by the Owner in favour of the Security Agent prior to the Effective Date and (ii) a second priority mortgage of such Ship in the agreed form and granted or to be granted by the Owner in favour of the Security Agent.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 29 (*Changes to the Lenders*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*); and

(b) if applicable, any Insurance Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means the Borrower, the Parent and the Owner (and any other person specified as an

'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent for its financial year ended 2017; and

(b) the audited consolidated financial statements of the Borrower for its financial year ended 2017.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Shipowner Guarantees from the Owner;

(b) the Mortgages over each of the Ships; and

(c) the Deeds of Covenant in relation to each of the Ships.

Owner means BW Aldrich Pte. Ltd., a company incorporated in Singapore with UEN no. 201412465W and registered address at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements) to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements); or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements),

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (*Repairer's Lien*);

(b) any lien on the Ship for master's, officer's or crew's wages and masters disbursements outstanding in the ordinary course of its trading; and

(c) any lien on the Ship for salvage,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien; or

(c) is approved by the Majority Lenders.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 35.12 and 35.13 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

RCF Fraction means, at any time following the sale or Total Loss of a Ship, a fraction of which the numerator is a number equal to the most recently obtained in accordance with this Agreement Fair Market Value in dollars of that Ship and the denominator is a number equal to the aggregate of the most recently obtained in accordance with this Agreement Fair Market Values in dollars of all the Ships which were Mortgaged Ships immediately prior to that sale or Total Loss.

RCF Lender means each Lender that has a Revolving Credit Facility Commitment and/or a participation in any Revolving Credit Facility Loan (together the RCF Lenders).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Market means the market specified as such in the Compounded Rate Terms.

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repayment Date means:

(a) in relation to each Tranche A Advance:

(i) the First Repayment Date in respect of such Tranche A Advance;

(ii) each of the Quarter Dates falling thereafter up to but not including the Final Repayment Date; and

(iii) the Final Repayment Date in respect of such Tranche A Advance;

(b) in relation to each Tranche B Advance:

(i) the First Repayment Date in respect of such Tranche B Advance;

(ii) each of the Quarter Dates falling thereafter up to but not including the Final Repayment Date; and

(iii) the Final Repayment Date in respect of such Tranche B Advance; and

(c) in relation to the Revolving Credit Facility, the Final Repayment Date only.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.33, 18.36 to 18.37, 18.40, 18.42(a) and (b) and 18.44.

Reporting Day means the day (if any) specified as such in the Compounded Rate Terms.

Reporting Time means the relevant time (if any) specified as such in the Compounded Rate Terms.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that any Finance Party would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Revolving Credit Facility means the revolving credit facility made available by the RCF Lenders under this Agreement as described in clause 2 (*The Facilities*).

Revolving Credit Facility Commitment means:

(a) in relation to an Original Lender named in Schedule 1 (*The original parties*), the amount set out opposite the heading "Revolving Credit Facility Commitment" in the part of Schedule 1 (*The original parties*) relating to that Original Lender and the amount of any other Revolving Credit Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other RCF Lender, the amount of any Revolving Credit Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Revolving Credit Facility Loan means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan (and, at any time, all of them, together the **Revolving Credit Facility Loans**).

RFR means the rate specified as such in the Compounded Rate Terms.

RFR Banking Day means any day specified as such in the Compounded Rate Terms.

Rollover Loan means a Revolving Credit Facility Loan:

(a) made or to be made on the same day that a maturing Revolving Credit Facility Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Facility Loan; and

(c) made or to be made for the purpose of refinancing a maturing Revolving Credit Facility Loan.

Sanctions means any trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means the United Nations, the European Union, the United States of America, the United Kingdom, the Republic of Singapore, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and Her Majesty's Treasury, the Monetary Authority of Singapore and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Scrubber means the open loop, hybrid ready scrubber systems to be installed on each Ship under the relevant Scrubber Contract.

Scrubber Contractor means, in respect of each Ship, each contractor under any relevant Scrubber Contract.

Scrubber Contract means, in respect of each Ship, one or more contracts for, amongst other things, the engineering, design, procurement and installation of the Scrubber on the relevant Ship and **Scrubber Contracts** means all of them.

Security Agent includes any person as may be appointed as such under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed to guarantee and/or secure any amounts owing to the Finance Parties under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Security Agent provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Ship 1 means the ship described as such in Schedule 2 (*Ship information*).

Ship 1 Advance means the borrowing of the whole or a portion of the Ship 1 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 1 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 1 Scrubber Advance means the borrowing of the whole or a portion of the Ship 1 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 1 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship 2 means the ship described as such in Schedule 2 (*Ship information*).

Ship 2 Advance means the borrowing of the whole or a portion of the Ship 2 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 2 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 2 Scrubber Advance means the borrowing of the whole or a portion of the Ship 2 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 2 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship 3 means the ship described as such in Schedule 2 (*Ship information*).

Ship 3 Advance means the borrowing of the whole or a portion of the Ship 3 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 3 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 3 Scrubber Advance means the borrowing of the whole or a portion of the Ship 3 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 3 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship 4 means the ship described as such in Schedule 2 (*Ship information*).

Ship 4 Advance means the borrowing of the whole or a portion of the Ship 4 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 4 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 4 Scrubber Advance means the borrowing of the whole or a portion of the Ship 4 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 4 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship 5 means the ship described as such in Schedule 2 (*Ship information*).

Ship 5 Advance means the borrowing of the whole or a portion of the Ship 5 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 5 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 5 Scrubber Advance means the borrowing of the whole or a portion of the Ship 5 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 5 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship 6 means the ship described as such in Schedule 2 (*Ship information*).

Ship 6 Advance means the borrowing of the whole or a portion of the Ship 6 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 6 Commitment means $33,600,000 and to the extent not cancelled or reduced under this Agreement.

Ship 6 Scrubber Advance means the borrowing of the whole or a portion of the Ship 6 Scrubber Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 6 Scrubber Commitment means $2,500,000 and to the extent not cancelled or reduced under this Agreement.

Ship Commitments means the Ship 1 Commitment, Ship 2 Commitment, Ship 3 Commitment, Ship 4 Commitment, Ship 5 Commitment and Ship 6 Commitment and **Ship Commitment** means any of them.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clause 18.41 (*Ship status*).

Ship Scrubber Commitments means the Ship 1 Scrubber Commitment, Ship 2 Scrubber Commitment, Ship 3 Scrubber Commitment, Ship 4 Scrubber Commitment, Ship 5 Scrubber Commitment and Ship 6 Scrubber Commitment and **Ship Scrubber Commitment** means any of them.

Shipowner Guarantee means, in relation to the Owner, (a) a limited recourse guarantee by the Owner in favour of the Security Agent in the agreed form and (b) the Supplemental Shipowner Guarantee.

Ships means Ship 1, Ship 2, Ship 3, Ship 4, Ship 5 and Ship 6 described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Supplemental Shipowner Guarantee means, in relation to the Owner, a supplemental letter to the Shipowner Guarantee in favour of the Security Agent in the agreed form, confirming that the Shipowner Guarantee remains in full force and effect and extends to the Revolving Credit Facility.

Suspended Undrawn Revolving Credit Facility means, for any quarter period, the aggregate amount of the undrawn Revolving Credit Facility Commitments which are subject to a suspension pursuant to the terms of clauses 5.10 and 5.11 of this Agreement for that quarter period.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Term Lender means each Lender that has a Term Loan Facility Commitment and/or a participation in any Term Loan (together the Term Lenders).

Term Loan means the loan made or to be made under the Term Loan Facility or the principal amount outstanding for the time being of that loan.

Term Loan Facility means the term loan facility made available by the Term Lenders under this Agreement as described in clause 2 (*The Facilities*) being the aggregate of Tranche A and Tranche B.

Term Loan Facility Commitment means:

(a) in relation to an Original Lender named in Schedule 1 (*The original parties*), the amount set opposite the heading “Term Loan Facility Commitment” in the part of Schedule 1 (*The original parties*) relating to that Original Lender and the amount of any other Term Loan Facility Commitment transferred to it under this Agreement; and

(b) in relation to any other Term Lender, the amount of any Term Loan Facility Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

Total Commitments means the aggregate of the Total Tranche A Commitments, the Total Tranche B Commitments and the Total Revolving Credit Facility Commitments, being two hundred and eighty-six million six hundred thousand dollars ($286,600,000), save as may be reduced by reference to the definition of "Total Revolving Credit Facility Commitments" below.

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a "**Compulsory Acquisition**") (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the Owner or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the Owner or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss and where the Ship's Insurances are subject to English law, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date ninety (90) days after its Total Loss Date; and

(b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Total Revolving Credit Facility Commitments means, as at the Effective Date, the lesser of (i) seventy million dollars ($70,000,000) and (ii) the amount in dollars which, when aggregated with the amount of the Loans outstanding on the Effective Date, is equal to 80% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under clause 6 of the Amendment and Restatement Agreement, as a condition precedent to the Effective Date under the Amendment and Restatement Agreement and at any other time, such amount as the same may be adjusted pursuant to the terms of this Agreement.

Total Term Loan Facility Commitments means, at any relevant time, the aggregate of the Total Tranche A Commitments and the Total Tranche B Commitments.

Total Tranche A Commitments means, at any relevant time, the aggregate of the Tranche A Commitments.

Total Tranche B Commitments means, at any relevant time, the aggregate amount of the Tranche B Commitments at such time.

Tranche A means the amortizing term loan facility in an amount of up to two hundred and one million six hundred thousand dollars ($201,600,000) made available by the Term Lenders under this Agreement as described in clause 2 (*The Facilities*).

Tranche A Advances means the Ship 1 Advance, Ship 2 Advance, Ship 3 Advance, Ship 4 Advance, Ship 5 Advance and Ship 6 Advance and **Tranche A Advance** means any of them.

Tranche A Commitment means:

(a) in relation to an Original Lender named in Schedule 1 (*The original parties*), the amount set opposite the heading “Tranche A Commitment" in the part of Schedule 1 (*The original parties*) relating to that Original Lender and the amount of any other Tranche A Commitment transferred to it under this Agreement; and

(b) in relation to any other Term Lender, the amount of any Tranche A Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement and **Tranche A Commitments** means the Tranche A Commitments of each Term Lender.

Tranche A Loan means the loan made or to be made under Tranche A or the principal amount outstanding for the time being of that loan.

Tranche B means the amortizing term loan facility in an amount of up to fifteen million dollars ($15,000,000) made available by the Term Lenders under this Agreement as described in clause 2 (*The Facilities*).

Tranche B Advances means the Ship 1 Scrubber Advance, Ship 2 Scrubber Advance, Ship 3 Scrubber Advance, Ship 4 Scrubber Advance, Ship 5 Scrubber Advance and Ship 6 Scrubber Advance and **Tranche B Advance** means any of them.

Tranche B Commitment means:

(a) in relation to an Original Lender named in Schedule 1 (*The original parties*), the amounts set out opposite the heading "Tranche B Commitment" in the part of Schedule 1 (*The original parties*) relating to that Original Lender and the amount of any other Tranche B Commitment transferred to it under this Agreement; and

(b) in relation to any other Term Lender, the amount of any Tranche B Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement and **Tranche B Commitments** means the Tranche B Commitments of each Term Lender.

Tranche B Loan means the loan made or to be made under Tranche B or the principal amount outstanding for the time being of that loan.

Tranches means Tranche A and Tranche B and **Tranche** means either of them.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Borrower.

Transfer Date means, in relation to an assignment, the later of:

(a) the proposed Transfer Date specified in the Transfer Certificate; and

(b) the date on which the Agent executes the Transfer Certificate.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Trust Property means, collectively:

(a) all moneys duly received by the Security Agent under or in respect of the Finance Documents;

(b) the Security Interests, guarantees, security, powers and rights given to the Security Agent under and pursuant to the Finance Documents including, without limitation, the covenants given to the Security Agent in respect of all obligations of any Obligor;

(c) all assets paid or transferred to or vested in the Security Agent or its agent or received or recovered by the Security Agent or its agent in connection with any of the Finance Documents whether from any Obligor or any other person; and

(d) all or any part of any rights, benefits, interests and other assets at any time representing or deriving from any of the above, including all income and other sums at any time received or receivable by the Security Agent or its agent in respect of the same (or any part thereof).

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of a Tranche A Advance, a Tranche B Advance or a Revolving Credit Facility Loan.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere; and

(c) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

(c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail- In Legislation that are related to or ancillary to any of those powers.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Oslo time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form;

(ii) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Agent and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower;

(g) **approved by the Majority Lenders or approved by the Lenders** means approved in writing by the Agent acting on the instructions of the Majority Lenders or, as the case may be and subject always to clause 41.3, all of the Lenders (on such conditions as they may respectively impose) and otherwise approved means approved in writing by the Agent (on such conditions as the Agent may impose) and approval and approve shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(k) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(C) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(l) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(m) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(n) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the London foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Agent (with the relevant exchange rate of any such purchase being the **Agent's spot rate of exchange**);

(o) a **government entity** means any government, state or agency of a state;

(p) subject to clause 41.3, a **group of Lenders** includes all the Lenders and references to a "Lender" or "Lenders" or to a "relevant Lender" or to "relevant Lenders" shall be references to each Term Lender or to the Term Lenders and/or to each RCF Lender or to the RCF Lenders, as the context may require;

(q) a **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(r) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(s) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and

(ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month,

and the above rules in paragraphs (i) to (ii) will only apply to the last month of any period;

(t) an **obligation** means any duty, obligation or liability of any kind;

(u) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(v) **pay** or **repay** in clause 27 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(w) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(x) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(y) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(z) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(aa) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(bb) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries; and

(cc) a provision of law is a reference to that provision as amended or re-enacted.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied (prior to the Finance Parties taking any action under clause 28.43(a) to 28.43(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

1.8 A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Agent after consultation with the Borrower.

1.9 A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

1.10 Any Compounded Rate Supplement overrides anything in:

(i) Schedule 9 (*Compounded Rate Terms)*; or

(ii) any earlier Compounded Rate Supplement.

1.11 A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 8 (*Daily Non-Cumulative Compounded RFR Rate*) or Schedule 9 (*Cumulative Compounded RFR Rate*), as the case may be, or

(ii) any earlier Compounding Methodology Supplement.

Third party rights

1.12 Unless expressly provided to the contrary in a Finance Document for the benefit of a Finance Party or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.13 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.14 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through a Finance Party and if and to the extent and in such manner as the Finance Party may determine.

Finance Documents

1.15 Where any other Finance Document provides that this clause 1.15 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.16 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

Section 2 - The Facility

2 The Facilities

The Facilities

2.1 Subject to the terms of this Agreement:

(a) the Term Lenders make available to the Borrower, Tranche A in an aggregate amount equal to the Total Tranche A Commitments;

(b) the Term Lenders make available to the Borrower, Tranche B in an aggregate amount equal to the Total Tranche B Commitments; and

(c) the RCF Lenders make available to the Borrower, a USD revolving credit facility in an aggregate amount equal to the Total Revolving Credit Facility Commitments.

Finance Parties' rights and obligations

2.2 The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.

2.3 The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor shall be a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with clause 2.4 below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of any Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in any Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.

2.4 A Finance Party may, except as specifically provided in the Finance Documents (including clauses 31.77 and 31.78 (*All enforcement action through the Security Agent*)) and clauses 32.2 and 32.3 (*Finance Parties acting together*), separately enforce its rights under or in connection with the Finance Documents.

3 Purpose

Purpose

3.1 The Borrower shall apply all amounts borrowed under the Facilities in accordance with this clause 3.

Tranche A

3.2 The Ship Commitment for each Ship shall be made available for the purpose of the Borrower on-lending all of the same to the Owner to assist the Owner to acquire that Ship from the Builder.

Tranche B

3.3 The Ship Scrubber Commitment for each Ship shall be made available for the purpose of the Borrower on-lending all of the same to the Owner to assist the Owner to finance the procurement and installation of the Scrubber on that Ship.

Revolving Credit Facility

3.4 The Revolving Credit Facility may be used to refinance the acquisition cost of the Ships.

Monitoring

3.5 No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent

4.1 Subject to clauses 5.18 to 5.24 (*Pre-placement of Advances*) in relation to Tranche A, the relevant Lenders will only be obliged to comply with clauses 5.14 to 5.17 (*Lenders' participation*) in relation to any Utilisation if on or before the Utilisation Date for that Utilisation, the Agent, or its duly authorised representative, has received all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*) in form and substance satisfactory to the Agent.

Conditions precedent for each Ship Commitment

4.2 Subject to clauses 5.18 to 5.24 (*Pre-placement of Advances*) in relation to Tranche A, the Ship Commitment in respect of a Ship shall only become available for borrowing under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent for each Ship Commitment*) in relation to such Ship or the Owner in form and substance satisfactory to the Agent.

Conditions precedent on Delivery

4.3 The Ship Commitment in respect of a Ship shall only be released to the Builder and the Borrower or their order if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 3 of Schedule 3 (*Conditions precedent on Delivery*) on the Delivery Date in relation to such Ship or the Owner in form and substance satisfactory to the Agent.

Conditions precedent for each Ship Scrubber Commitment

4.4 The Ship Scrubber Commitment in respect of a Ship shall only become available for borrowing under this Agreement if the Agent, or its duly authorised representative, has received all of the documents and evidence listed in Part 4 of Schedule 3 (*Conditions precedent for each Ship Scrubber Commitment*) in relation to such Ship or the Owner in form and substance satisfactory to the Agent.

Conditions subsequent for each Ship Commitment

4.5 In relation to each Ship Commitment, the Agent, or its duly authorised representative, shall be satisfied that it shall receive, within the period set out therein (or such other period as the Agent may in its absolute discretion agree), the documents and evidence specified in Part 5 of Schedule 3 (*Conditions subsequent*) in form and substance satisfactory to the Agent, provided that in the case of the legal opinions set out in Part 5 of Schedule 3 (*Conditions subsequent*), the Agent and the relevant Lenders acknowledge that delivery of such legal opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Agent to procure the delivery of the same by the deadline date specified therefor, the relevant Lenders shall instruct the Agent to, and upon receipt of such instructions, the Agent shall, extend such deadline date if required to avoid any Event of Default.

Conditions precedent for the Revolving Credit Facility

4.6 No Advance may be made under the Revolving Credit Facility unless the Effective Date has occurred.

Notice to Lenders

4.7 The Agent shall notify the relevant Lenders and the Borrower promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. Other than to the extent that the Majority Lenders (or relevant Lenders in relation to the Revolving Credit Facility) notify the Agent in writing to the contrary before the Agent gives any such notification, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.8 The relevant Lenders will only be obliged to comply with clauses 5.14 to 5.17 (*Lenders' participation*) if:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed utilisation of the relevant Revolving Credit Facility Loan;

(b) in the case of any other Utilisation, on the date of the Utilisation Request and on the proposed Utilisation Date, no Default is continuing or would result from the proposed Utilisation;

(c) in relation to the first Utilisation, all of the other representations set out in clause 18 (*Representations*) are true in all material respects (except the Ship Representations in respect of Ship 1 to Ship 6);

(d) in all such cases, on the date of the Utilisation Request and on the proposed Utilisation Date, the Repeating Representations are true in all material respects;

(e) on the first day of the Mortgage Period for each Ship, the Ship Representations for such Ship are true in all material respects on the proposed Delivery Date of such Ship; and

(f) in respect of each Utilisation in respect of a Ship Scrubber Commitment, all of the Repeating Representations are true in all material respects.

Maximum number of Revolving Credit Facility Loans

4.9 The Borrower may not deliver a Utilisation Request in the case of the Revolving Credit Facility if, as a result of the proposed Utilisation, more than six (6) Revolving Credit Facility Loans would be outstanding.

Waiver of conditions precedent

4.10 The conditions in this clause 4 are inserted solely for the benefit of the Finance Parties and may be waived on their behalf in whole or in part and with or without conditions by the Agent acting on the instructions of all Lenders (or all RCF Lenders in relation to the Revolving Credit Facility).

Section 3 - Utilisation

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrower may utilise the Facilities by (other than in respect of any Rollover Loan utilised pursuant to clauses 5.26 to 5.28 below) delivery to the Agent of a duly completed Utilisation Request not later than four (4) Business Days before the proposed Utilisation Date or such shorter period as the Agent (on the instructions of all the relevant Lenders) may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the applicable Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.4 to 5.13 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Advance to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 Only one Advance may be requested in each Utilisation Request.

Currency and amount

5.4 The currency specified in a Utilisation Request must be dollars.

5.5 The proposed Tranche A Advance specified in the Utilisation Request in relation to a Ship and the Tranche A Advance in relation to that Ship shall not exceed on the relevant Utilisation Date the lesser of:

(a) the Ship Commitment for such Ship; and

(b) the amount in dollars which is equal to 70% of the Fair Market Value of the relevant Ship (as determined from the valuations of such Ship delivered under Part 2 of Schedule 3 (*Conditions precedent for each Ship Commitment*)).

5.6 The proposed Tranche B Advance specified in the Utilisation Request in relation to a Ship and the Tranche B Advance in relation to that Ship:

(a) shall not on the relevant Utilisation Date exceed the Ship Scrubber Commitment for such Ship; and

(b) shall not result in the aggregate of the amount outstanding under the relevant Tranche A Advance plus relevant Tranche B Advance exceeding 70% of the Fair Market Value of the relevant Ship (as determined from the most recent valuations of such Ship delivered under clause 25.2 (*Valuation frequency*) but taking into account the installation of the Scrubber).

5.7 There may only be one Utilisation for each of the Ship Commitments under Tranche A.

5.8 There may only be one Utilisation for each of the Ship Scrubber Commitments under Tranche B.

5.9 Multiple Advances may be requested under the Revolving Credit Facility, subject to the other provisions of this Agreement.

5.10

(a) For the period from the Effective Date to the second Quarter Date occurring after the Effective Date, the aggregate amount available to be advanced under the Revolving Credit Facility shall not exceed the Total Revolving Credit Facility Commitments.

(b) Within 30 days after each Quarter Date following the Effective Date (a **Calculation Date**), the Borrower shall calculate and provide to the Agent (for distribution to the RCF Lenders), using the valuations of the Mortgaged Ships delivered under clause 25.2 (*Valuation frequency*) and applicable to that Calculation Date, the amount available to be advanced under the Revolving Credit Facility (the **RCF Available Amount**) during the quarter period that commences on the next Quarter Date after that Calculation Date and ends on the next Quarter Date thereafter.

(c) Commencing from the second Quarter Date after the Effective Date, the aggregate amount available to be advanced under the Revolving Credit Facility for a quarter period ending on any Quarter Date including all Rollover Loans which are proposed to be advanced (or deemed to be advanced) on that Quarter Date shall not exceed the lesser of (i) the Total Revolving Credit Facility Commitments as at the Effective Date and (ii) the amount in dollars which, when aggregated with the Term Loan then outstanding, is equal to 85% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Mortgaged Ships delivered under clause 25.2 (*Valuation frequency*) and applicable to the Calculation Date relevant to that quarter period) (excluding any Ship that has been sold or has become a Total Loss).

(d) For the avoidance of doubt, despite one quarter period ending on a Quarter Date that another quarter period commences on, from the second Quarter Date after the Effective Date, the amount available to be advanced under the Revolving Credit Facility on any Quarter Date (including any Rollover Loans which are proposed to be advanced or deemed to be advanced on that Quarter Date) shall be determined on the basis of the RCF Available Amount for the most recent Calculation Date.

5.11 In respect of a quarter period as described in clause 5.10, to the extent any part of the Total Revolving Credit Facility Commitments is not available to be advanced during that quarter period by reference to the RCF Available Amount determined for that quarter period, the amount not available to be advanced shall be suspended. If a suspension applies for any quarter period and this results in the Borrower needing to make a payment with respect to any Revolving Credit Facility Loan as described in clause 6.11 (a) (i) (*Repayment – Revolving Credit Facility*), the Borrower will ensure such payment is made in accordance with that clause.

5.12 The amount of any proposed Revolving Credit Facility Loan must be a minimum of $5,000,000 and an integral multiple of $1,000,000 (or if less, the undrawn amount of the Total Revolving Credit Facility Commitments less any then Suspended Undrawn Revolving Credit Facility).

5.13 The Loans shall be used for the respective purposes specified in clause 3 (*Purpose*).

Lenders' participation

5.14 If the conditions set out in this Agreement have been met and subject to clause 6 (*Repayment*), each relevant Lender shall make its participation in each Advance available by the relevant Utilisation Date through its Facility Office.

5.15 The amount of each relevant Lender's participation in each Advance under a Tranche or, as the case may be, under the Revolving Credit Facility, will be equal to the proportion borne by its undrawn Commitment under (i) the applicable Tranche to the undrawn Total Commitments under such Tranche or (ii) the Revolving Credit Facility to the Total Revolving Credit Facility Commitments, immediately prior to making the relevant Advance in each such case.

5.16 The Agent shall promptly notify each relevant Lender of the amount of each Advance and the amount of its participation in the Advance and, if different, the amount of that participation to be made available in accordance with clauses 35.1 and 35.2 (*Payments to the Agent*), in each case by 11:00 a.m. (Oslo time) on the Business Day following the date of the Utilisation Request.

5.17 The Agent shall pay all amounts received by it in respect of each Advance (and its own participation in it, if any) to the Borrower or the Builder if appropriate, in each case in accordance with the instructions contained in the Utilisation Request.

Pre-placement of Tranche A Advances

5.18 In order to facilitate compliance by the Owner with a Building Contract, and provided that:

(a) the Borrower has submitted a Utilisation Request in respect of a Tranche A Advance in accordance with this clause 5;

(b) in the discretionary opinion of the Agent (acting on the instructions of the Majority Lenders) the Borrower has satisfied the conditions precedent set out in paragraphs 1 and 3 to 5 of Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*); and

(c) the Agent has not been notified that the Borrower is unlikely to satisfy all remaining and outstanding conditions precedent set out in Part 1, Part 2 and Part 3 of Schedule 3 (*Conditions precedent*) in relation to the Ship to which such Tranche A Advance relates by the Delivery Date (but not later than ten (10) Business Days from the Utilisation Date) for such Tranche A Advance or such other date as may be agreed by the Term Lenders,

the Agent (acting on the instructions of all Term Lenders) shall, subject to the other terms and conditions of clauses 5.18 to 5.24 and the other provisions of this Agreement, make such Tranche A Advance to the accounts set out in the Utilisation Request and on the date specified in the relevant Utilisation Request, being the date on which the final instalment of the relevant Contract Price is required to be deposited in accordance with the relevant Building Contract (being, in respect of each Ship, up to three (3) Building Contract Business Days (or, such shorter time period as is required pursuant to the terms of the relevant Building Contract) prior to the anticipated Delivery of a Ship under its Building Contract) to (i) in respect of the amount payable to the Builder pursuant to the relevant Building Contract, the Builder's Bank and (ii), in respect of the remaining portion of the Tranche A Advance, a suspense account held with the Agent (the **Suspense Account**).

5.19 A Tranche A Advance utilised pursuant to clauses 5.18 to 5.24 (a **Pre-placed Advance**) shall (subject to the other provisions of this Agreement) be remitted by the Agent to:

(a) in respect of the portion of the Tranche A Advance to be remitted to the Builder, the relevant Builder's Bank as a cash deposit in the Agent's name with the relevant Builder's Bank with its correspondent bank in New York, and will be held by the relevant Builder's Bank to the order of the Agent for release by the Agent to the Builder (a **Release**) only subject to such irrevocable instructions addressed from the Agent to the relevant Builder's Bank as are acceptable to the Agent (**Irrevocable Instructions**); and

(b) in respect of the remaining portion of the Tranche A Advance after the remittance has been sent to the Builder's Bank in accordance with paragraph (a) above, such amount will be held by the Agent in the Suspense Account for release by the Agent to the Borrower at the time of a Release.

5.20 Any such Irrevocable Instructions in relation to a Pre-placed Advance shall in any event provide (*inter alia*) that the relevant Pre-placed Advance shall be returned to the Agent within five (5) Building Contract Business Days of the date that the same was remitted to the relevant Builder's Bank if not released to the Builder and the Borrower or to their order. The Finance Parties and the Obligors hereby agree that the relevant Pre-placed Advance shall not be released to the Builder and the Borrower or to their order, and the Agent (and the authorised representatives of the Agent specified in the Irrevocable Instructions) shall not agree to counter-sign the "Protocol of Delivery and Acceptance" (if applicable) in respect of the relevant Ship nor release the relevant Pre-placed Advance to the Builder and the Borrower or to their order, unless and until:

(a) the Agent is satisfied that the "Protocol of Delivery and Acceptance" in respect of that Ship has been signed by the Builder and the Owner; and

(b) the Agent is satisfied that all the conditions precedent set out in Part 1 of Schedule 3 (*Conditions precedent to any Utilisation*), Part 2 of Schedule 3 (*Conditions precedent for each Ship Commitment*) and Part 3 of Schedule 3 (*Conditions precedent on Delivery*) in relation to such Ship and such Pre-placed Advance have been, or will be promptly thereafter, satisfied in full.

5.21 The Borrower hereby irrevocably and unconditionally undertakes that it shall not give any instructions to a Builder's Bank in respect of a Pre-placed Advance that are inconsistent with any Irrevocable Instructions in respect of that Pre-placed Advance.

5.22 Unless the Agent (acting on the instructions of all Term Lenders) otherwise agrees, the Borrower shall immediately prepay a Pre-placed Advance, together with interest thereon (calculated in accordance with clause 8.1 (*Calculation of interest*)), on the date on which the relevant Builder's Bank is required to return the moneys funded by that Pre-placed Advance to the Agent in accordance with the relevant Irrevocable Instructions (and regardless of whether the relevant Builder's Bank has then carried out such instructions), provided that any moneys actually returned to the Agent from the relevant Builder's Bank shall be applied by the Agent in satisfaction of such prepayment obligation of the Borrower and in payment of any amounts payable by the Borrower under clauses 7.21 to 7.29 (*Restrictions*) as a result of such prepayment. Any such prepayment shall not reduce the relevant Ship Commitment.

5.23 In case of application of clauses 5.18 to 5.24 in respect of any Pre-placed Advance, each Pre-placed Advance shall accrue interest in accordance with the terms of clause 8.1 (*Calculation of interest*) from the Utilisation Date for that Pre-placed Advance.

5.24 Any amount prepaid under clause 5.22 in respect of a Pre-placed Advance shall be, subject to the other terms of this Agreement, available to be redrawn by the Borrower where Delivery of the relevant Ship has been delayed, in again assisting the Owner to satisfy its obligations under the relevant Building Contract, provided that such reborrowing is done within the Last Availability Date.

5.25 In this clause 5:

(a) **Building Contract Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, New York and Seoul.

(b) **Builder's Bank** means either the Korea Development Bank or the Korean Exchange Bank or any other bank of the Builder acceptable to all Term Lenders.

Rollover Loans

5.26 On the last day of the Interest Period for a maturing Revolving Credit Facility Loan which falls on or before the Last Availability Date for the Revolving Credit Facility (a **Rollover Date**) (on which date such Revolving Credit Facility Loan is due to be repaid), the RCF Lenders shall, unless (a) not less than three (3) Business Days before such Rollover Date the Borrower notifies the Agent that no Rollover Loan should be advanced for the relevant Revolving Credit Facility Loan or (b) an Event of Default has occurred and is continuing at such time, be deemed to advance to the Borrower a Rollover Loan in an aggregate amount of which is equal to (or less than, if the Borrower notifies the Agent of the same pursuant to clause 6.7 (*Repayment – Revolving Credit Facility*)), the maturing Revolving Credit Facility Loan or, if less, the balance of the available and undrawn Total Revolving Credit Facility Commitments.

5.27 Such Rollover Loan shall be made solely for the purpose of refinancing the maturing Revolving Credit Facility Loan on the last day of its Interest Period.

5.28 For the avoidance of doubt, no Utilisation Request needs to be given by the Borrower in relation to the utilisation of a Rollover Loan made and applied pursuant to clauses 5.26 and 5.27.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Tranche A Loan

6.1 The Borrower shall on each Repayment Date that relates to all or part of the Tranche A Loan, repay to the Term Lenders such part of the Tranche A Loan as is required to be repaid by clause

6.2.

(a) Subject to clause 6.3, the Borrower shall repay the Ship 1 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 1 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 1 Advance.

(b) Subject to clause 6.3, the Borrower shall repay the Ship 2 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 2 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 2 Advance.

(c) Subject to clause 6.3, the Borrower shall repay the Ship 3 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 3 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 3 Advance.

(d) Subject to clause 6.3, the Borrower shall repay the Ship 4 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 4 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 4 Advance.

(e) Subject to clause 6.3, the Borrower shall repay the Ship 5 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 5 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 5 Advance.

(f) Subject to clause 6.3, the Borrower shall repay the Ship 6 Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/64th of the amount of the Ship 6 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 6 Advance.

6.3 If any Tranche A Advance is partially prepaid, such prepayment shall be applied pro rata to the remaining repayment instalments of that Tranche A Advance.

6.4 On the last Final Repayment Date for Tranche A (without prejudice to any other provision of this Agreement), the Tranche A Loan and any other amounts owing by the Borrower to any Finance Party under any of the Finance Documents (as conclusively certified by the Agent) shall be repaid in full.

Tranche B Loan

6.5 The Borrower shall on each Repayment Date that relates to all or part of the Tranche B Loan, repay to the Term Lenders such part of the Tranche B Loan as is required to be repaid by clause

6.6

(a) Subject to clause 6.7, the Borrower shall repay the Ship 1 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 1 Scrubber Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 1 Scrubber Advance.

(b) Subject to clause 6.7, the Borrower shall repay the Ship 2 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 2 Scrubber Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 2 Scrubber Advance.

(c) Subject to clause 6.7, the Borrower shall repay the Ship 3 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 3 Scrubber Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 3 Scrubber Advance.

(d) Subject to clause 6.7, the Borrower shall repay the Ship 4 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 4 Scrubber Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 4 Scrubber Advance.

(e) Subject to clause 6.7, the Borrower shall repay the Ship 5 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 5 Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 5 Scrubber Advance.

(f) Subject to clause 6.7, the Borrower shall repay the Ship 6 Scrubber Advance in equal quarterly instalments (save for the instalment to be paid on the Final Repayment Date, which shall equal the outstanding amount of that Advance on the Final Repayment Date), each being 1/20th of the amount of the Ship 6 Scrubber Advance on its Utilisation Date (rounded upwards to the nearest dollar), one such instalment to be repaid on each of the Repayment Dates relative to the Ship 6 Scrubber Advance.

6.7 If any Tranche B Advance is partially prepaid, such prepayment shall be applied pro rata to the remaining repayment instalments of that Tranche B Advance.

6.8 For the avoidance of doubt, notwithstanding any provision in clauses 6.5 to 6.9, the relevant Tranche B Advance shall be repaid in full upon full repayment of the corresponding Tranche A Advance.

6.9 On the last Final Repayment Date for Tranche B (without prejudice to any other provision of this Agreement), the Tranche B Loan and any other amounts owing by the Borrower to any Finance Party under any of the Finance Documents (as conclusively certified by the Agent) shall be repaid in full.

Repayment – Revolving Credit Facility

6.10 The Borrower shall repay each Revolving Credit Facility Loan on the last day of its Interest Period, but without prejudice to the right of the Borrower to make a further Utilisation on that day under the Revolving Credit Facility in accordance with clause 5 and subject to the other terms of this Agreement.

6.11 Without prejudice to the Borrower's obligations under clause 6.10 above, if a Revolving Credit Facility Loan is to be made available to the Borrower (i) on the same day that a maturing Revolving Credit Facility Loan is due to be repaid by the Borrower; and (ii) in whole or in part for the purposes of refinancing the maturing Revolving Credit Facility Loan; and the proportion borne by each RCF Lender's participation in the maturing Revolving Credit Facility Loan to the amount of that Revolving Credit Facility Loan immediately before the new Revolving Credit Facility Loan is made is the same as the proportion borne by that RCF Lender's participation in the new Revolving Credit Facility Loan to the amount of the new Revolving Credit Facility Loan, the amount of the new Revolving Credit Facility Loan shall, unless the Borrower notifies the Agent to the contrary in the relevant Utilisation Request (if a Utilisation Request is to be given in respect of such Revolving Credit Facility Loan) or otherwise separately in writing (in the case of a Rollover Loan where the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the Rollover Loan), be treated as if applied in or towards repayment of the maturing Revolving Credit Facility Loan so that:

(a) if the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the new Revolving Credit Facility Loan (including, without limitation, as a result of any Suspended Undrawn Revolving Credit Facility) and subject to the RCF Available Amount:

(i) the Borrower will only be required to make a payment under clause 35.1 (*Payments to the Agent*) in an amount equal to that excess; and

(ii) each RCF Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available to and applied by the Borrower in or towards repayment of that RCF Lender's participation in the maturing Revolving Credit Facility Loan and that RCF Lender will not be required to make a payment under clause 35.1 (*Payments to the Agent*) in respect of its participation in the new Revolving Credit Facility Loan; and

(b) if the amount of the maturing Revolving Credit Facility Loan is equal to or less than the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will not be required to make a payment under clause 35.1 (*Payments to the Agent*); and

(ii) each Lender will be required to make a payment under clause 35.1 (*Payments to the Agent)* in respect of its participation in the new Revolving Credit Facility Loan only to the extent that its participation in the new Revolving Credit Facility Loan exceeds that RCF Lender's participation in the maturing Revolving Credit Facility Loan and the remainder of that RCF Lender's participation in the new Revolving Credit Facility Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of that RCF Lender's participation in the maturing Revolving Credit Facility Loan.

6.12 On the Final Repayment Date for the Revolving Credit Facility (without prejudice to any other provision of this Agreement) all Revolving Credit Facility Loans shall be repaid in full and any other amounts owing by the Borrower to the RCF Lenders under the Finance Documents in respect of the Revolving Credit Facility (as conclusively certified by the Agent) shall be repaid in full.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loans or it becomes unlawful for any Affiliate of a Lender for that Lender to do so or it becomes contrary to Sanctions to do the same:

(a) that Lender may, at its discretion, at any time whilst the illegality or Sanctions contravention continues, notify the Agent upon becoming aware of that event;

(b) upon the Agent notifying the Borrower and subject to the right to replace the Lender in accordance with clause 7.11, the Commitments of that Lender will be immediately cancelled and the remaining Ship Commitments, Ship Scrubber Commitments and Revolving Credit Facility Commitments shall be reduced rateably; and

(c) subject to clause 7.11, the Borrower shall repay that Lender's participation in each of the Loans on the last day of each Interest Period for each Loan occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrower shall promptly notify the Agent in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrower shall provide such further information thereafter as may be requested by the Agent (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification relevant to it, the Agent (acting on the instructions of the Majority Lenders) may by notice to the Borrower (an **Agent Notice**), cancel the Total Commitments with effect from a date specified in that Agent Notice which is at least thirty (30) days after the date of the Agent Notice and declare that all or part of the Loans be payable within thirty (30) days after the date of the Agent Notice PROVIDED ALWAYS that the Agent’s right to serve an Agent Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent,

the Total Commitments shall be cancelled and all amounts outstanding under the Facilities shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in paragraphs (a) and/or (b) above.

Voluntary cancellation

7.5 The Borrower may, if it gives the Agent not less than five (5) Business Days' (or such shorter period as the Majority Lenders may agree) prior written notice, cancel the whole or any part (being a minimum amount of $10,000,000) of the Facilities which are undrawn at the proposed date of cancellation provided that any such cancellation shall reduce the Commitments of the Term Lenders rateably *inter se* and/or shall reduce the Commitments of the RCF Lenders rateably *inter se*, as the case may be. No penalty shall be applied to any voluntary cancellation under this clause. The Borrower may in its discretion nominate which Tranche to cancel and which Ship Commitment under Tranche A or which Ship Scrubber Commitment under Tranche B to cancel or whether to cancel a part or all of the Total Revolving Credit Facility Commitments. Upon any such cancellation the Total Commitments shall be reduced by the same amount.

Voluntary prepayment

7.6 The Borrower may, if it gives the Agent not less than five (5) Business Days' prior written notice, prepay the whole or part of the Facilities (but if in part, being an amount that reduces the amount of the Facilities by a minimum amount of $10,000,000), on the last day of an Interest Period for the applicable Facility (or any other date subject to the payment of Break Costs). No penalty or fee shall be applied for the first two voluntary prepayments under this clause in any 12 month period whereas a prepayment fee of $5,000 (in aggregate) shall be paid to the Agent for any additional voluntary prepayment in such 12 month period. The Borrower may at its discretion nominate which Tranche to prepay or which Revolving Credit Facility Loan to prepay and, in relation to the Term Loan Facility, which, in respect of any prepayment of Tranche A, Tranche A Advance to prepay and which, in respect of any prepayment of Tranche B, Tranche B Advance to prepay.

Right of replacement or cancellation and prepayment in relation to a single Lender

7.7 If:

(a) any sum payable to any Lender by an Obligor is required to be increased under clause 12.5 (*Tax gross-up*);

(b) any Lender claims indemnification from the Borrower under clause 12.12 (*Tax indemnity*) or clause 13.1 (*Increased Costs*); or

(c) any Lender becomes a Non-Consenting Lender (as defined in clause 7.14 below),

the Borrower may, whilst the circumstance giving rise to the requirement for that increase or indemnification continues or, as the case may be, while a Lender continues to be a Non- Consenting Lender, give the Agent notice of cancellation of the Commitments of that Lender and its intention to procure the repayment of that Lender's participation in the Loans or give the Agent notice of its intention to replace that Lender in accordance with clause 7.10.

7.8 On receipt of a notice referred to in clause 7.7 above, the Commitments of that Lender shall immediately be reduced to zero and, unless the Commitments of the relevant Lender are replaced in accordance with clause 7.10, the remaining Ship Commitments and Ship Scrubber Commitments shall be reduced rateably.

7.9 On the last day of each Interest Period for an Advance which ends after the Borrower has given notice under clause 7.7 above in relation to a Lender (or, if earlier, the date specified by the Borrower in that notice), the Borrower shall repay that Lender's participation in each applicable Advance.

7.10 The Borrower may, in the circumstances set out in clauses 7.1 (*Illegality*) or 7.7, on ten (10) Business Days' prior notice to the Agent and that Lender, replace that Lender by requiring that Lender to assign (and, to the extent permitted by law, that Lender shall assign) pursuant to clause 29 (*Changes to the Lenders*) all (and not part only) of its rights under this Agreement to a Lender or other bank, financial institution, trust, fund or other entity (save for any entity related to the Borrower) selected by the Borrower which confirms its willingness to undertake and does undertake all the obligations of the assigning Lender in accordance with clause 29 (*Changes to the Lenders*) for a purchase price in cash or other cash payment payable at the time of the assignment equal to the aggregate of:

(a) the outstanding principal amount of such Lender's participation in the Loans;

(b) all accrued interest owing to such Lender;

(c) the Break Costs which would have been payable to such Lender pursuant to clause 10.5(a) (*Break Costs*) had the Borrower prepaid in full that Lender's participation in the Loans on the date of the assignment; and

(d) all other amounts payable to that Lender under the Finance Documents on the date of the assignment.

7.11 The replacement of a Lender pursuant to clause 7.10 shall be subject to the following conditions:

(a) the Borrower shall have no right to replace the Agent;

(b) neither the Agent nor any Lender shall have any obligation to find a replacement Lender;

(c) in no event shall the Lender replaced under clause 7.10 be required to pay or surrender any of the fees received by such Lender pursuant to the Finance Documents;

(d) the Lender shall only be obliged to assign its rights pursuant to clause 7.10 above once it is satisfied that it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to that assignment; and

(e) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a replacement Lender.

7.12 A Lender shall perform the checks described in clause 7.11(d) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Agent and the Borrower when it is satisfied that it has complied with those checks.

7.13 The Agent shall perform the checks described in clause 7.11(e) above as soon as reasonably practicable following delivery of a notice referred to in clause 7.10 above and shall notify the Borrower when it is satisfied that it has complied with those checks.

7.14 In the event that:

(a) the Borrower or the Agent (at the request of the Borrower) has requested the Lenders to give a consent in relation to, or to agree to a waiver or amendment of, any provisions of the Finance Documents;

(b) the consent, waiver or amendment in question requires the approval of all the Lenders; and

(c) the Majority Lenders have consented or agreed to such waiver or amendment,

then any Lender who, under the terms of this Agreement, is entitled to vote but who does not and continues not to consent or agree to such waiver or amendment shall be deemed a **Non- Consenting Lender**.

Sale or Total Loss

7.15 On the Disposal Repayment Date in relation to any Ship, unless the Borrower has provided a 'Substitute Ship' in accordance with clause 25.16 (*Substitution of a Mortgaged Ship*):

(a) the Borrower shall prepay the Tranche A Advance and Tranche B Advance in relation to such Ship in full; and

(b) the Total Revolving Credit Facility Commitments shall be reduced by the RCF Fraction and, to the extent that the aggregate of the Revolving Credit Facility Loans then exceed the Total Revolving Credit Facility Commitments as so reduced, the Borrower shall prepay such Revolving Credit Facility Loans *pro rata* in an aggregate amount equal to such excess.

7.16 If the provisions of clause 25 (*Minimum security value*) do not remain satisfied notwithstanding the prepayments required by clause 7.15(a), such amount of the excess sale or Total Loss proceeds as are required to ensure that the provisions of clause 25 (*Minimum security value*) are satisfied shall be used to prepay the Term Loan and the Borrower may determine which Advance or Advances shall be prepaid as a consequence.

7.17 In addition to the prepayments required under clauses 7.15 and 7.16 above, the sale or Total Loss proceeds remaining shall be applied in or towards all applications of payments required to be made under clause 35.8 (*Partial payments*) and any other amount due at such time under the Finance Documents which remain unpaid.

7.18 Any excess sale or Total Loss proceeds remaining after the prepayments and other payments required in clauses 7.15 to 7.17 shall be returned to the Borrower or to its order provided that no Default is then continuing and the provisions of clause 25 (*Minimum security value*) then remain satisfied.

7.19 In respect of clause 7.15, the Fair Market Value of the Ships will be based on the latest quarterly valuations provided to the Agent pursuant to clause 25.2 (*Valuation frequency*). For the avoidance of doubt, the consent of the Lenders is not required in respect of the release and discharge of any security pursuant to clause 7.15 provided that upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Automatic cancellation

7.20

(a) Any Ship Commitment which has not become available by the relevant Last Availability Date or any part of a Ship Commitment remaining in respect of a Tranche A Advance which has not been utilised in full due to the application of clause 5.5 (*Currency and amount*) in relation to Tranche A or any other reason whatsoever on the Utilisation Date of that Tranche A Advance shall be automatically cancelled at close of business in Singapore on the Last Availability Date for that Tranche A Advance.

(b) Any Ship Scrubber Commitment which has not become available by the relevant Last Availability Date or any part of a Ship Scrubber Commitment remaining in respect of a Tranche B Advance which has not been utilised in full due to the application of clause 5.6 (*Currency and amount*) in relation to Tranche B or any other reason whatsoever on the Utilisation Date of that Tranche B Advance shall be automatically cancelled at close of business in Singapore on the Last Availability Date for that Tranche B Advance.

(c) At close of business in Oslo (5:00pm) on the Last Availability Date in respect of the Revolving Credit Facility (without prejudice to any other provision of this Agreement including, without limitation, the right of the Borrower to utilise a Revolving Credit Facility Loan (including a Rollover Loan) on the Last Availability Date in respect of the Revolving Credit Facility), the Total Revolving Credit Facility Commitments shall be reduced to zero.

Restrictions

7.21 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and shall identify which Advance, Ship Commitment or Ship Scrubber Commitment such cancellation or prepayment relates to.

7.22 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs, without premium or penalty.

7.23 Unless a contrary indication appears in this Agreement and subject to clause 5.24 (*Pre-placement of Tranche A Advances*), the Borrower may not reborrow any part of Tranche A which is prepaid or repaid. The Borrower may not reborrow any part of Tranche B which is prepaid or repaid. The Borrower may, on or prior to the Last Availability Date for the Revolving Credit Facility and subject to the other terms of this Agreement, reborrow any part of the Revolving Credit Facility which has been prepaid.

7.24 The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

7.25 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

7.26 If the Agent receives a notice under this clause 7 it shall promptly forward a copy of that notice to either the Borrower or the affected Lender, as appropriate.

7.27 If the Total Tranche A Commitments, the Total Tranche B Commitments and the Total Revolving Credit Facility Commitments are partially reduced and/or part of the Term Loan or Revolving Credit Facility Loan partially prepaid under clause 7.1 (*Illegality*) or clauses 7.7 to 7.12 (*Right of cancellation and prepayment in relation to a single Lender*), (a) the Commitments of the relevant Lender shall be reduced to zero and (b) the Total Tranche A Commitments, the Total Tranche B Commitments and/or the Total Revolving Credit Facility Commitments, as applicable, shall be reduced pro rata.

7.28 If any part of the Total Tranche A Commitments or the Total Tranche B Commitments are partially reduced and/or any part of the Term Loan partially prepaid under clause 7.5 (*Voluntary cancellation*) or 7.6 (*Voluntary prepayment*), the relevant Commitments of the Term Lenders shall be reduced rateably.

7.29 If any part of the Total Tranche A Commitments or any part of the Tranche B Commitments are partially reduced and/or any part of the Term Loan is partially prepaid under this Agreement (other than as referred to in clauses 7.27 and 7.28 above unless stated otherwise in this Agreement), the relevant Commitments of the Term Lenders shall be reduced rateably and in the same manner as if the partial reduction was a voluntary reduction under clause 7.5 (*Voluntary cancellation*) and any such prepayment shall prepay the relevant Tranche in the same manner as if the partial prepayment was a voluntary prepayment under clauses 6.3 (*Repayment*) and 7.6 (*Voluntary prepayment*).

7.30 If the Revolving Credit Facility Commitments are partially reduced under clause 7.5 (*Voluntary cancellation)*, the relevant Commitments of the RCF Lenders shall be reduced rateably, but if any Revolving Credit Facility Loan is prepaid in whole or part, the Revolving Credit Facility Commitments shall not be reduced (save as otherwise provided in this Agreement) and, subject to the other provisions of this Agreement, any undrawn portion of the Revolving Credit Facility Commitments from time to time may (save as otherwise provided in this Agreement) be redrawn on or prior to the Last Availability Date for the Revolving Credit Facility.

7.31 Any prepayment of a Revolving Credit Facility Loan shall be applied *pro rata* to each RCF Lender's participation in each of the Revolving Credit Facility Loans (to the extent the same is/are being prepaid) and to each RCF Lender's Revolving Credit Facility Commitment.

7.32 Any Suspended Undrawn Revolving Credit Facility shall be applied *pro rata* to each RCF Lender's participation in each of the Revolving Credit Facility Loans (to the extent the same is/are being suspended).

7.33 The Borrower shall only be entitled to voluntarily cancel the whole or any part of the Total Revolving Credit Facility Commitments which is then drawn if the Borrower prepays such amount of the Revolving Credit Facility Loans (as selected by the Borrower) as may be necessary to ensure that the outstanding Revolving Credit Facility Loans after the date of cancellation will not exceed the Total Revolving Credit Facility Commitments (as so reduced).

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on a Loan for any day during each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) the Compounded Reference Rate for that day.

8.2 If any day during an Interest Period for a Loan is not an RFR Banking Day, the rate of interest on that Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

Payment of interest

8.3 The Borrower shall pay accrued interest on:

(a) each Tranche A Advance (or the relevant part of it) for the account of the Term Lenders;

(b) each Tranche B Advance (or the relevant part of it) for the account of the Term Lenders; and

(c) each Revolving Credit Facility Loan for the account of the RCF Lenders,

on the last day of each Interest Period for that Advance (or any relevant part of it) or that Revolving Credit Facility Loan, as the case may be, which shall, for the avoidance of doubt, coincide with a Quarter Date (and, if the Interest Period is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period), provided that the first interest payment date for each Tranche A Advance shall be the First Repayment Date for such Tranche A Advance and the first interest payment date for each Tranche B Advance shall be on the First Repayment Date for such Tranche B Advance.

Default interest

8.4 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.5 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Agent (acting reasonably). Any interest accruing under this clause 8.4 shall be immediately payable by the Obligor on demand by the Agent.

8.5 If any overdue amount consists of all or part of an Advance which became due on a day which was not the last day of an Interest Period relating to that Advance or the relevant part of it:

(a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Advance; and

(b) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.6 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.7

(a) The Agent shall promptly upon an Interest Payment being determinable notify:

(i) the Borrower of that Interest Payment;

(ii) each relevant Lender of the proportion of that Interest Payment which relates to that Lender's participation in each relevant Loan; and

(iii) the relevant Lenders and the Borrower of:

(A) each applicable rate of interest relating to the determination of that Interest Payment; and

(B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the relevant Loan.

This clause 8.7(a) shall not apply to any Interest Payment determined pursuant to clause 10.3 (*Cost of funds*).

(b) The Agent shall promptly notify the Borrower of each Funding Rate relating to a Loan.

(c) The Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest relating to a Loan to which clause 10.3 (*Cost of funds*) applies.

(d) This clause 8.7 shall not require the Agent to make any notification to any Party on a day which is not a Business Day.

(e) Notwithstanding clause 8.3 (*Payment of interest*), if the Agent is unable for any reason to provide a notification as required in paragraph (a) above then the Borrower shall pay interest within two Business Days following the Agent's notification of the Interest Payment due and this shall be treated as the due date for such payment for the purposes of clauses 28.2 to 28.3 (*Non-payment*).

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for each Advance shall, subject to clause 9.7 and 9.8 (*Interest Periods overrunning Repayment Dates*), be three (3) months.

9.2 Subject to clause 9, an Interest Period for an Advance under the Term Loan Facility shall be three (3) months duration or any other period not exceeding six (6) months agreed between the Borrower and the Agent on the instructions of all the Term Lenders.

9.3 Subject to clause 9.6, the Interest Period for each Revolving Credit Facility Loan shall end on the immediately next Quarter Date which falls after the applicable Utilisation Date.

9.4 The first Interest Period for an Advance under either Tranche A or Tranche B shall start on the Utilisation Date of such Advance and each subsequent Interest Period for such Advance shall start on the last day of its preceding Interest Period.

9.5 The first Interest Period for an Advance under either Tranche A or Tranche B shall end on the Quarter Date immediately following the Utilisation Date of that Advance, unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Advance shall end on the second Quarter Date after that Utilisation Date. Each Interest Period applying to each Advance shall always end on a Quarter Date.

9.6 No Interest Period in respect of an Advance shall extend beyond the applicable Final Repayment Date for that Advance.

Interest Periods overrunning Repayment Dates

9.7 No Interest Period for a Tranche A Advance shall overrun any later Repayment Date for that Tranche A Advance.

9.8 No Interest Period for a Tranche B Advance shall overrun any later Repayment Date for that Tranche B Advance.

Non-Business Days

9.9 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.10 If there are rules specified as "Business Day Conventions" in the Compounded Rate Terms, those rules shall apply to each Interest Period for a Loan.

10 Changes to the calculation of interest

10.1 **Interest calculation if no RFR or Central Bank Rate**

If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Loan; and

(b) "*Cost of funds will apply as a fallback*" is specified in the Compounded Rate Terms,

clause 10.3 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.2 **Market disruption**

If:

(a) a Market Disruption Rate is specified in the Compounded Rate Terms; and

(b) before the Reporting Time, the Agent receives notifications from a Lender or Lenders (whose participations in a Loan equal or exceed fifty per cent. (50%) of that Loan) that the cost to it of funding its participation in that Loan from the wholesale market for dollars would be in excess of that Market Disruption Rate,

then clause 10.3 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

10.3 **Cost of funds**

(a) If this clause 10.3 (*Cost of funds*) applies to a Loan for an Interest Period, clause 8.1 (*Calculation of interest*) shall not apply to that Loan for that Interest Period and the rate of interest on each Lender's share of that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) the rate notified to the Agent by that Lender as soon as practicable and in any event by the Reporting Time, to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding its participation in that Loan from whatever source it may reasonably select.

(b) If this clause 10.3 (*Cost of funds*) applies and the Agent or the Borrower so require and provided that no amendment or waiver has been made during the relevant Interest Period pursuant to clause 41.5 (*Change to reference rates*), the Agent and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of all of the Lenders and the Borrower, be binding on all Parties.

(d) If this clause 10.3 (*Cost of funds*) applies pursuant to clause 10.2 (*Market disruption*) and:

(i) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or

(ii) a Lender does not supply a quotation by the Reporting Time,

the cost to that Lender of funding its participation in a Loan for that Interest Period shall be deemed, for the purposes of paragraph (a) above, to be the Market Disruption Rate for that Loan.

(e) Subject to clause 10.3(d), if this clause 10.3 applies but any Lender does not notify a rate to the Agent by the Reporting Time the rate of interest shall be calculated on the basis of the rates notified by the relevant remaining Lenders.

10.4 **Notification to the Borrower**

If clause 10.3 (*Cost of funds*) applies, the Agent shall, as soon as is practicable, notify the Borrower.

10.5 **Break Costs**

(a) If an amount is specified as Break Costs in the Compounded Rate Terms, the Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Commitment commission

11.1 The Borrower shall pay to the Agent (for the account of each Term Lender) a fee in dollars computed at the rate of 0.30 multiplied by the Margin applicable to the daily undrawn and uncancelled portion of that Term Lender's Tranche A Commitment and Tranche B Commitment calculated on a daily basis from the date of this Agreement until (a) in respect of Tranche A, the earlier of (i) the Utilisation Date of the last Tranche A Advance or (ii) the Last Availability Date in respect of Tranche A or (iii) the date the Tranche A Commitment of each Term Lender is cancelled in full; and (b) in respect of Tranche B, the earlier of (i) the Utilisation Date of the last Tranche B Advance or (ii) the Last Availability Date in respect of Tranche B or (iii) the date the Tranche B Commitment of each Term Lender is cancelled in full.

11.2 The Borrower shall pay to the Agent (for the account of each RCF Lender) a fee in dollars computed at the per annum rate of 1% (or 1.2%, for the period commencing on the 1 year anniversary of the Effective Date to and ending on the Last Availability Date relevant to the Revolving Credit Facility Commitments) on the available but undrawn and uncancelled portion of that RCF Lender's Revolving Credit Facility Commitment calculated on a daily basis from the date of this Agreement.

11.3 The Borrower shall pay the accrued commitment commission referred to in clause 11.1 on the last day of each Quarter Date, on the applicable Last Availability Date for Tranche A or, as the case may be, Tranche B and, if cancelled, on the cancelled amount of the relevant Term Lender's Commitments at the time the cancellation is effective.

11.4 The Borrower shall pay accrued commitment commission referred to in clause 11.2 on the first Utilisation Date under the Revolving Credit Facility, on each Quarter Date following that first Utilisation Date and, if any part of the relevant RCF Lender's Revolving Credit Facility Commitment is cancelled, on the cancelled amount of the relevant RCF Lender's Revolving Credit Facility Commitment at the time the cancellation is effective. For the avoidance of doubt, the Borrower's obligation to pay accrued commitment commission referred to in clause 11.2 shall apply to each RCF Lender's Revolving Credit Facility Commitment in full, notwithstanding any Suspended Undrawn Revolving Credit Facility at any time.

Structuring and arrangement fee

11.5 The Borrower shall pay to the Agent (for the account of the Term Lenders) a structuring and arrangement fee in the amount, proportions and at the time agreed in a Fee Letter.

11.6 The Borrower shall pay to the Agent (for the account of the RCF Lenders) an arrangement fee in the amount, proportions and at the time agreed in a Fee Letter.

Agency fee

11.7 The Borrower shall pay to the Agent (for its own account) an agency fee in the amount and at the times agreed in a Fee Letter.

Coordination fee

11.8 The Borrower shall pay to the Agent (for the account of the Facility Co-ordinator) a coordination fee in the amount, proportions and at the time agreed in a Fee Letter.

Section 6 - Additional Payment Obligations

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means a Finance Party or, in relation to clauses 14.5 to 14.6 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 to 14.6 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Qualifying Lender means**:**

(a) a Lender which is entitled to receive interest payable to that Lender in respect of an advance under a Finance Document without a Tax Deduction under the laws of Singapore; or

(b) a Lender which is beneficially entitled to interest payable to that Lender in respect of an advance under a Finance Document and is a Treaty Lender.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a Hedging Contract or a FATCA Deduction.

Tax Payment means the increase in a payment made by an Obligor to a Finance Party under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.12 (*Tax indemnity*).

Treaty Lender means a Lender which:

(a) is treated as a resident of a Treaty State for the purposes of the Treaty; and

(b) does not carry on a business in that Treaty State through a permanent establishment with which that Lender's participation in the Loans is effectively connected.

Treaty State means a jurisdiction having a double taxation agreement (a **Treaty**) with Singapore which makes provision for full or partial exemption from tax imposed by Singapore on interest.

12.2 Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Borrower and that Obligor.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 A payment shall not be increased under clause 12.5 above by reason of a Tax Deduction on account of Tax imposed by Singapore, if on the date on which the payment falls due:

(a) the payment could have been made to the relevant Lender without a Tax Deduction if the Lender had been a Qualifying Lender (under limb (a) or (b) of that definition), but on that date that Lender is not or has ceased to be a Qualifying Lender other than as a result of any change after the date it became a Lender under this Agreement in (or in the interpretation, administration, or application of) any law or Treaty, or any published practice or published concession of any relevant taxing authority; or

(b) the relevant Lender is a Treaty Lender and the Obligor making the payment is able to demonstrate that the payment could have been made to the Lender without the Tax Deduction had that Lender complied with its obligations under clause 12.9 below.

12.7 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.8 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.9 A Treaty Lender and each Obligor which makes a payment to which that Treaty Lender is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a Tax Deduction.

12.10 Each Obligor which makes a payment to which it is entitled shall co-operate in completing any procedural formalities necessary for that Obligor to obtain authorisation to make that payment without a, or with a reduced, Tax Deduction.

12.11 Clauses 12.3 to 12.10 (*Tax gross-up*) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the Hedging Master Agreements itself shall apply.

Tax indemnity

12.12 The Borrower shall (within six (6) Business Days of demand by the Agent) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.13 Clause 12.12 above shall not apply:

(a) with respect to any Tax assessed on a Finance Party:

(i) under the law of the jurisdiction in which that Finance Party is incorporated or, if different, the jurisdiction (or jurisdictions) in which that Finance Party is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which that Finance Party's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by that Finance Party; or

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(c) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.14 A Protected Party making, or intending to make a claim under clause 12.12 above shall promptly notify the Agent of the event which will give, or has given, rise to the claim, following which the Agent shall notify the Borrower.

12.15 A Protected Party shall, on receiving a payment from an Obligor under clause 12.12, notify the Agent.

Indemnities on after Tax basis

12.16 If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.17 If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.18 For the purposes of clauses 12.16 to 12.17 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.19 If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) that Finance Party has obtained and utilised that Tax Credit,

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.20 The Borrower shall pay and, within six (6) Business Days of demand, indemnify each Finance Party against any documented cost, loss or liability that Finance Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.21 All amounts expressed in a Finance Document to be payable by any party to a Finance Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.23 below, if VAT is or becomes chargeable on any supply made by any Finance Party to any party under a Finance Document, and such Finance Party is required to account to the relevant tax authority for the VAT, that party must pay to such Finance Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Finance Party must promptly provide an appropriate VAT invoice to that party).

12.22 If VAT is or becomes chargeable on any supply made by any Finance Party (the **Supplier**) to any other Finance Party (the **Recipient**) under a Finance Document, and any party to a Finance Document other than the Recipient (the **Subject Party**) is required by the terms of any Finance Document to pay an amount equal to the consideration for such supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(a) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Subject Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (a) applies) promptly pay to the Subject Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(b) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Subject Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

12.23 Where a Finance Document requires any party to it to reimburse or indemnify a Finance Party for any cost or expense, that party shall reimburse or indemnify (as the case may be) such Finance Party for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that such Finance Party reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.24 Any reference in clauses 12.21 to 12.25 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994).

12.25 In relation to any supply made by a Finance Party to any party under a Finance Document, if reasonably requested by such Finance Party, that party must promptly provide such Finance Party with details of that party’s VAT registration and such other information as is reasonably requested in connection with such Finance Party’s VAT reporting requirements in relation to such supply.

Lender Status Confirmation

12.26 Each Lender which becomes a Party to this Agreement after the date of this Agreement shall indicate, in the Transfer Certificate which it executes on becoming a Party, and for the benefit of the Agent and without liability to any Obligor, which of the following categories it falls in:

(a) not a Qualifying Lender;

(b) a Qualifying Lender (other than a Treaty Lender); or

(c) a Treaty Lender.

12.27 If a New Lender fails to indicate its status in accordance with clause 12.26 then such New Lender shall be treated for the purposes of this Agreement (including by each Obligor) as if it is not a Qualifying Lender until such time as it notifies the Agent which category applies (and the Agent, upon receipt of such notification, shall inform the Borrower). For the avoidance of doubt, a Transfer Certificate shall not be invalidated by any failure of a Lender to comply with clause 12.26.

FATCA information

12.28 Subject to clause 12.30 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.29 If a Party confirms to another Party pursuant to clause 12.28(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.30 Clause 12.28 above shall not oblige any Finance Party to do anything, and clause 12.28 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any Confidential Information.

12.31 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.28 above (including, for the avoidance of doubt, where clause 12.30 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.32 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.33 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) notify the Party to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Finance Parties.

Hedging

12.34 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 12 (*Tax gross-up and indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrower shall, within six (6) Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Cost incurred by that Finance Party or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Facilities or on a Finance Party's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to that Finance Party having entered into its Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 A Finance Party intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Borrower.

13.4 Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.12 (*Tax indemnity*) (or would have been compensated for under clause 12.12 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.13 applied);

(c) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

Hedging

13.7 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 13 (*Increased Costs*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party to whom that Sum is due against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrower shall (or shall procure that another Obligor will), within six (6) Business Days of demand by a Finance Party, indemnify each Finance Party against any and all documented Losses incurred by that Finance Party as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date, including without limitation, any and all Losses arising as a result of clause 33 (*Sharing among the Finance Parties*);

(c) funding, or making arrangements to fund, its participation in any Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by that Finance Party alone);

(d) a Loan (or part of any Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Agent or any Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Agent and the Security Agent

14.4 The Borrower shall, within six (6) Business Days of demand by the Agent or the Security Agent, indemnify the Agent and the Security Agent against:

(a) any and all documented Losses incurred by the Agent or the Security Agent (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Agent or the Security Agent or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Agent or the Security Agent (otherwise than by reason of the Agent's or the Security Agent's gross negligence or wilful misconduct) in acting as Agent or the Security Agent under the Finance Documents.

Indemnity concerning security

14.5 The Borrower shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Agent or the Security Agent indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Security Documents;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(f) any breach by any Obligor of the Finance Documents; or

(g) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Facilities.

14.6 The Security Agent may, in priority to any payment to the other Finance Parties, indemnify itself out of the Trust Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 14.5 and shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to it.

Continuation of indemnities

14.7 The indemnities by the Borrower in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by any Finance Party or the Borrower of the terms of this Agreement, the repayment or prepayment of any Loan, the cancellation of the Total Commitments or the repudiation by the Agent or the Borrower of this Agreement.

Third Parties Act

14.8 Each Indemnified Person may rely on the terms of clauses 14.5 and 14.6 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 and 14.6 (*Indemnity concerning security*), subject to clauses 1.12 to 1.14 (*Third party rights*) and the provisions of the Third Parties Act.

Interest

14.9 Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 (*Other indemnities*) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.4 to 8.6 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.12 to 1.14 (*Third party rights*) and the provisions of the Third Parties Act.

Fax and email indemnity

14.11 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by such Finance Party against any and all documented Losses together with any VAT thereon which any of the Finance Parties may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrower to the Agent or the Security Agent being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the relevant Finance Party or the Agent or the Security Agent).

Hedging

14.12 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 14 (*Other indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

15 Mitigation by the Lenders

Mitigation

15.1 Each Finance Party shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) assigning its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance

Documents.

Limitation of liability

15.3 The Borrower shall indemnify each Finance Party within six (6) Business Days of demand made by that Finance Party for all documented costs and expenses incurred by that Finance Party as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 A Finance Party is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrower shall within six (6) Business Days of demand pay the Agent, the Facility Co-ordinator, the Arrangers, the Hedging Providers and the Security Agent the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents (except for any Transfer Certificate) executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non-obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent, the Borrower shall, within six (6) Business Days of demand by the Agent, reimburse the Agent for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Agent and the Security Agent (and by any Receiver) in responding to, evaluating, negotiating or complying with that request or requirement.

Enforcement, preservation and other costs

16.3 The Borrower shall, within six (6) Business Days of demand by a Finance Party, pay to each Finance Party the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by that Finance Party in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document (other than the Hedging Contracts or any Hedging Master Agreement) or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non-obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by any Finance Party under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between such Finance Party on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to such Finance Party in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, such Finance Party shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Security Agent (as trustee for the Finance Parties) and the other Finance Parties punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Security Agent (as trustee for the Finance Parties) and the other Finance Parties that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrower under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or any Finance Party) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent's rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with any Finance Party.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Agent for application in accordance with clause 35 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

Default interest

17.10 No interest of the type referred to at clauses 8.4 to 8.6 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 8 - Representations, Undertakings and Events of Default

18 Representations

18.1 The Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to each Finance Party at the times specified in clauses 18.46 to 18.48 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrower or the Parent (having made due enquiry) or any other information known to the Borrower or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrower or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, **Information** means: any information provided by any Obligor or any other Group Member to any of the Finance Parties or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

18.18 The audited Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion, the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 28.21 (*Insolvency proceedings*) or creditors' process described in clauses 28.23 and 28.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrower or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 28.17 to 28.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party, provided that, in respect of payments made or to be made by the Borrower, the Borrower obtains the "Automatic Withholding Tax Exemption on Interest and Related Payments under the Maritime Sector Incentive" in Singapore (which exemption the Borrower intends to obtain).

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a **Fleet Vessel**) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 The Owner will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

Accounting Reference Date

18.38 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.39 The Constitutional Documents of the Obligors delivered to the Agent under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.40 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.41 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of all requirements and recommendations of the relevant Approved Classification Society which are not overdue; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.42 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions applicable to it or with which any Finance Party observes; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.43 No Obligor is a US Tax Obligor.

No money laundering

18.44 In relation to the borrowing by the Borrower of the Loans, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

No breach of any Building Contract or Scrubber Contract

18.45 Nothing has occurred which entitles or may entitle any party to rescind or terminate or decline to perform their obligations under any Building Contract or Scrubber Contract.

Times when representations are made

18.46 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.47 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.48 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.49 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 The Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of the Borrower and the Parent delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Borrower shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited consolidated financial statements for that financial year of the Borrower and the Parent.

19.4 The Borrower shall supply to the Agent as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Borrower shall supply to the Agent as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Agent.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Agent once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Borrower's obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrower or the Parent notify the Agent as soon as such financials have been posted on its home page and provide the Agent with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Agent with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Agent. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable)

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or other authorised signatory of the Parent.

Requirements as to financial statements

19.10 The Borrower shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) give a true and fair view of (in the case of Annual Financial Statements for any financial year), or fairly represent in the opinion of the Parent or (as the case may be) the Borrower (in other cases), the financial condition and operations of the Group or (as the case may be) the Borrower (and its Subsidiaries) as at the date as at which those financial statements were drawn up.

19.12 The Borrower shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements (save in respect of any financial statements prepared after 1

January 2019 which will be consistently prepared thereafter taking into account International Financial Reporting Standard (IFRS) 16), unless, in relation to any set of financial statements, the Borrower notifies the Agent that there has been a change in GAAP or the accounting practices, in which event, the Agent may request the Borrower to provide clarifications and the Borrower shall deliver to the Agent sufficient information to enable the Agent to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted (save in respect of any adjustment relating to IFRS 16) to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrower shall procure that each financial year-end of the Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrower shall deliver to the Agent:

(a) before the occurrence of an IPO Event, copies of all documents dispatched by the Parent to its shareholders (or any class of them) which are material to the Facilities and, after the occurrence of an IPO Event, copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrower to its shareholders which are material to the Facilities and copies of all documents dispatched by the Parent and the Borrower to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange after the occurrence of an IPO Event;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrower) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrower or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Agent may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrower or any other Obligor regarding the financial condition, business, operations and ownership of the Borrower and the Obligors as the Agent or any Lender (through the Agent) may reasonably request, except to the extent that disclosure of such information would breach any law, regulation or, after the occurrence of an IPO Event, stock exchange requirement or listing rule;

(f) before the occurrence of an IPO Event, details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 10% or more of the shares of the Parent;

(ii) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(iii) BW Group ceases to beneficially and legally hold (directly or indirectly) 50% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 50% or more of the voting rights normally exercisable at a general meeting of the Parent,

and in respect of (i) and (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrower or the Owner as agreed to by the Lenders in accordance with clause 21.27 (*No change in shareholdings*);

(h) details of any changes made to the Constitutional Documents of the Borrower or any Obligor if such changes might reasonably be expected to negatively impact on the rights and remedies of any Finance Party under the Finance Documents;

(i) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such;

(j) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect; and

(k) promptly such documentation and information as is reasonably requested to evidence the Merger, including copies of the structure chart, documentation of ownership and all relevant corporate and Constitutional Documents.

Notification of Default

19.16 The Borrower shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Agent, the Borrower shall supply to the Agent a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Sufficient copies

19.18 The Borrower, if so requested by the Agent, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Agent to distribute to each of the Lenders and a document in electronic format shall be sufficient to satisfy this requirement provided that a single certified hard copy is provided to the Agent if the relevant document is required to be provided in certified form.

"Know your customer" checks

19.19 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 25% of an Obligor's share capital but, in the case of the Parent after an IPO Event, only to the extent that the change in composition results in a shareholder who did not previously have a shareholding of 25% or more in the Parent having such shareholding);

(c) a proposed assignment by a Lender or a Hedging Provider of any of its rights under this Agreement or any Hedging Contract to a party that is not already a Lender or a Hedging Provider prior to such assignment; or

(d) a Lender's annual "know your customer" review process,

obliges the Agent, the relevant Hedging Provider or any Lender (or, in the case of paragraph (c) above, any prospective new Lender or a Hedging Provider) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent or any Lender or any Hedging Provider (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender or any Hedging Provider) or any Lender or any Hedging Provider (for itself or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender or any Hedging Provider) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender or any Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents (provided that the breakdown of the Sohmen Family Interests need not be provided unless the same is required by any applicable law or regulation).

19.20 Each Finance Party shall, promptly upon the request of the Agent or the Security Agent, supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent or the Security Agent (for itself) in order for it to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Agent pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Parent Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Parent Group; and

(b) cash deposits legally and beneficially owned by a member of the Parent Group and which are deposited with (i) the Agent, (ii) any Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investor Services or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Parent Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Parent Group other than the Parent, is (in the opinion of the Agent, upon such documents and evidence as the Agent may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investor Services or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognized trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Agent (on behalf of the Majority Lenders),

in each case, to which any member of the Parent Group is alone (or together with other members of the Parent Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Parent Group or subject to any Security Interest (other than under the Security Documents).

Credit Lines means any available credit lines of the Borrower and/or the Parent with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of the Parent and any available Credit Lines on a consolidated basis.

Parent Group means the Parent and all of the Parent's Subsidiaries.

Financial condition

20.3 The Parent shall ensure that:

(a) Adjusted Equity ratio: On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) Minimum Adjusted Equity: On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) Minimum Liquidity: Prior to and excluding the date of the Merger, on a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $40,000,000 of which $30,000,000 may consist of Credit Lines. After and including the date of the Merger, on a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.7 (*Provision and contents of Compliance Certificate).*

21 General undertakings

21.1 The Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of any Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Agent of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws):

(i) applicable to its business; and

(ii) applicable to each Ship, its ownership, employment, operation, management and registration,

including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(c) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration; and

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws; and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved by the Majority Lenders, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrower shall not, and the Borrower shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business, in each case is or would be substantial in relation to the business of:

(i) the Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Agent (acting on the instructions of the Term Lenders with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrower and the Parent, which relates to any type of shipping and transportation business.

Merger

21.13 The Borrower shall not, and the Borrower shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "**merger**").

21.14 Clause 21.13 above shall not apply to any merger or amalgamation made with the prior written consent of the Agent (acting on the instruction of all of the Term Lenders) or where the Obligor concerned is the surviving entity including, for the avoidance of doubt, the Merger.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Security Agent Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Security Agent is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (A*ssignments by the Lenders*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Security Agent by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved by the Majority Lenders and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Agent will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of any Loan, in a manner that:

(a) is a breach of Sanctions applicable to Obligors and/or any Relevant Person and/or Finance Party, as the context provides; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Finance Party.

21.21 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or any Finance Party becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions applicable to Obligors and/or any Relevant Person and/or Finance Party, as the context provides or would otherwise cause any Relevant Person or Finance Party to be in breach of Sanctions as applicable (to Obligors and/or any Relevant Person and/or Finance Party as the context provides).

Listing

21.24 After the occurrence of any IPO Event, the Borrower shall procure that the Parent shall at all times during the Facility Period maintain the listing of its shares on a stock exchange relevant to the IPO Event as permitted in accordance with this Agreement (or any other exchange acceptable to the Majority Lenders with their prior written consent) and does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause). After the occurrence of an IPO Event, the Borrower shall procure that the Parent provides to the Agent evidence of the occurrence of the IPO Event and a copy of the IPO prospectus.

Pari passu ranking

21.25 The Borrower and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of a Finance Party against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.26 The Borrower and the Parent shall procure that any shareholder loans between the Borrower and the Parent and any of its shareholders or any loans by the Owner to the Borrower shall be documented on a basis that they are subordinated to the Facilities and the Hedging Contracts on terms consistent with clause 27.4 (*Distributions and other payments*).

No change in shareholdings

21.27 There will be no change in the shareholdings of the Borrower (which shall be directly or indirectly wholly owned by the Parent) or the Owner (which shall be directly or indirectly wholly owned by the Borrower) throughout the Facility Period without the prior written consent of all Term Lenders. No consent of the Term Lenders will be required under this clause 21.27 for any change of shareholding of the Borrower where the Borrower remains directly or indirectly wholly owned by the Parent. No consent of the Term Lenders will be required under this clause 21.27 for any change of shareholding of the Owner where the Owner remains directly or indirectly wholly owned by the Borrower.

21.28 The Borrower and the Parent shall procure that no Security Interest is granted over any of the shares in the Owner, the Borrower or any other shareholder permitted in accordance with clause 21.27.

22 Dealings with Ship

22.1 The Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Agent and, the Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Agent (acting on the instructions of all Term Lenders), the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Security Agent immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Agent shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except with approval or in respect of any sale whereby the Borrower will satisfy in full its obligations under clause 7.15 (*Sale or Total Loss*), the Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager should be made on the basis that such Approved Manager shall enter into a Manager's Undertaking prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager unless such change is also approved. For the avoidance of doubt, no approval of the Agent or any Term Lender shall be required for the appointment of any commercial manager of a Ship if such commercial manager is Hafnia Pte. Ltd., Straits Tankers Pte. Ltd., Hafnia Management A/S (or any of its Subsidiaries), any other Subsidiary of BW Group or the Parent, or another internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR or handy tankers.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Agent or the Security Agent.

Notice of Mortgage

22.8 A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"**NOTICE OF MORTGAGE**

This Ship is subject to a first and second mortgage in favour of **NORDEA BANK ABP, FILIAL I NORGE** of Essendrops gate 7, 0368 Oslo, Norway. Under the said mortgages and related documents, neither the Owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the

Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the Owner shall, upon the Agent's request, immediately execute such form of transfer of title to the Ship as the Agent may require.

Chartering

22.10 The Borrower shall procure that the Owner shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member; and

(b) ensure that any bareboat, demise, time or consecutive voyage charter in respect of any Ship is entered into on bona fide arm's length terms unless such bareboat, demise, time or consecutive voyage charter is to a Group Member.

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Poseidon Principles

22.12 The Borrower shall, upon the request of any Lender (made no later than 31 March in the relevant calendar year) and at the cost of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to such Lender in order for any Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrower. For the avoidance of doubt, such information shall be "Confidential Information" for the purposes of clause 42 (*Confidentiality*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

22.13 Further, no Default or Event of Default shall occur as a result of the Borrower failing to provide all or part of the information set out in this clause by the relevant Reporting Deadline Date.

23 Condition and operation of Ship

23.1 The Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

Modification

23.4 Except with approval of the Agent (acting on the instructions of the Majority Lenders), the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value. For the avoidance of doubt, the provisions set out in this clause 23.4 shall not prevent the installation of the Scrubber on the relevant Ship in accordance with the relevant Scrubber Contract or any maintenance work to the Ship consistent with standard ownership and management practices.

Removal of parts

23.5 Except with approval of the Agent (acting on the instructions of the Majority Lenders), no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the Owner free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices

Third party owned equipment

23.6 Except with approval of the Agent (acting on the instructions of the Majority Lenders), equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Majority Lenders. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Agent if it so requests.

Inspection and notice of dry-docking

23.9 The Agent and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Agent shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrower and the Owner shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Agent shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Agent shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the Owner, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default;

(e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the Owner, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship's Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Agent shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval of the Agent, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Security Agent a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrower or the Parent provides evidence to the Agent that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Majority Lenders.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrower has provided evidence of such additional insurance cover to the Agent).

Responsible ship recycling standards

23.20 The Borrower shall procure that the Owner shall procure that it obtains and maintains an inventory of Hazardous Material in respect of the Ship(s) owned by it, prior to the implementation date(s) for the same under the Hong Kong Convention and the Ship Recycling Regulation and in any event prior to its sale for recycling.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention.

24 Insurance

24.1 The Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to "approved" means approved in writing by the Agent acting on the instructions of all Term Lenders (acting reasonably).

For the purpose of this clause 24:

(a) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(b) Insurance companies and/or underwriters rated:

(i) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates; and

(ii) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (Coverage required);

(c) in respect to insurance brokers, all Lloyd's brokers, LSN Assurances, Edge Group, Cambiaso Risso, Willis Towers Watson and Eyssautier Verlingue, Tigermar Global Pte. Ltd. or such other insurance brokers approved by the Majority Lenders;

(d) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs; and

(e) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increase value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increase value insurance);

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and a freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the Owner and (in the case of the Ship's hull cover) no other primary named assured (unless such other person, if so required by the Agent, has duly executed and delivered:

(i) in the case of any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrower, an Insurance Undertaking,

in each case to the Security Agent in an approved form and provided such supporting documents and opinions in relation to that assignment as the Agent requires);

(b) if the Agent so requests, in the joint names of the Owner and the Security Agent (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Security Agent for premiums or calls);

(c) in dollars or another approved currency;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrower shall promptly reimburse to the Agent the cost (as conclusively certified by the Agent) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagee's additional perils (pollution risks) cover for the benefit of the Finance Parties for an aggregate amount up to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments.

Fleet liens, set off and cancellations

24.7 If the Ship's hull cover also insures other vessels, the Security Agent shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels,

(c) or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.8 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Agent shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.9 The Borrower shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Agent in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.10 The Borrower shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Agent with copies of all *pro forma* policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.11 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.12 The Agent shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Agent or some other approved person.

Letters of undertaking

24.13 Unless otherwise approved where the Agent is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Agent shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.14 The interest of the Security Agent as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Security Agent if it is itself an assured).

Insurance correspondence

24.15 If so required by the Agent, the Agent shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.16 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.17 The Agent may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrower's cost (i) prior to the Utilisation Date for the relevant Tranche A Advance in order to satisfy the terms of clause 4.1 (*Initial conditions precedent*) or, as the case may be, clause 4.2 (*Conditions precedent for each Ship Commitment*) and (ii) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Agent shall provide the Borrower with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.18 All documents and other information and all assistance required by the Agent to assist it and/or the Security Agent in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.19 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.20 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.21 All sums paid under the Ship's Insurances to anyone other than the Security Agent shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.22 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25 Minimum security value

The Borrower undertakes that this clause 25 will be complied with throughout any Mortgage

Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as most recently determined in accordance with this clause 25 or, in respect of any Utilisation applicable to a Ship, its value as determined by the valuations provided pursuant to clause 4 (*Conditions of Utilisation*) and otherwise in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured and each such other asset in accordance with this clause 25 shall be provided:

(a) in the case of each Ship, as a condition precedent to each Utilisation pursuant to clauses 4.2 (*Conditions precedent for each Ship Commitment*) and 4.4 (*Conditions precedent for each Ship Scrubber Commitment) with such valuations provided being no older than forty five (45) days,*

(b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 5 (*Form of Compliance Certificate*),

(c) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.16 (*Substitution of a Mortgaged Ship*),

(d) only for the purposes of clause 5.10, with such valuations dated as of 31 March and 30 September with valuation certificates to be provided within 30 days after 31 March and 30 September; and

(e) where there is an Event of Default which is continuing, at any other time as may be required by the Agent. In addition, for the purposes of clause 25.14 (*Release of additional security*) and clause 25.15 (*Release of security over a Ship after request or prepayment of an Advance*) only, the Borrower, at its own cost, may check the valuations of any Mortgaged Ship at any time.

Expenses of valuation

25.3 The Borrower shall bear, and reimburse to the Agent where incurred by the Agent, all costs and expenses of providing such a valuation.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Facilities shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Facilities) shall be valued in such a way, on such a basis and by such persons (including the Agent itself) as may be approved by the Majority Lenders or as may be agreed in writing by the Borrower and the Agent (on the instructions of the Majority Lenders).

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Agent in its capacity as such and made: (a) on a fleet basis without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrower shall promptly provide to the Agent and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrower shall promptly appoint Approved Brokers to provide such a valuation. If the Borrower fails to do so promptly, the Agent may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrower. If the Borrower fails promptly to nominate two (2) Approved Brokers, then the Agent may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Agent shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the average of all of the three (3) valuations.

Security shortfall

25.12 If at any time following a valuation check permitted by clause 25.2 (*Valuation frequency*) (except for clause 25.2(d)), the Security Value is less than the Minimum Value, the Agent may, and shall, if so directed by the Majority Lenders, by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrower may:

(a) provide additional security over other assets reasonably approved by the Majority Lenders in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Majority Lenders then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Facilities pursuant to paragraph (b) below); and/or

(b) prepay under clause 7.6 (*Voluntary prepayment*) a corresponding amount of the Facilities (and, for the avoidance of doubt, the Borrower may determine which Advance or Advances shall be prepaid as a consequence).

Creation of additional security

25.13 The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security, its value and the method of its valuation (except for in the case of any ship) have been approved by the Majority Lenders;

(b) a Security Interest over that security has been constituted in favour of the Security Agent or (if appropriate) the Finance Parties in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Agent requires in consequence of that additional security being provided; and

(d) the Agent, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Agent holds additional security provided under clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), by at least five per cent (5%) of the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Agent, require the release and discharge of that additional security. The Agent shall then promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Release of security over a Ship after request or prepayment of an Advance

25.15 If at any time the Tranche A Advance of a Ship under Tranche A and the Tranche B Advance of the same Ship under Tranche B has been repaid in full and the Borrower requests the withdrawal of that Ship which is a Mortgaged Ship and the Security Value, disregarding the Fair Market Value of the Mortgaged Ship to be withdrawn, is equal to or exceeds the Minimum Value and the Security Value has been maintained as determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Agent, require the release and discharge of the applicable Security Documents in respect of any such Mortgaged Ship. The Security Agent shall then promptly release and discharge such Security Documents in respect of such Ships if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.16 Subject to no Event of Default which is continuing, if at any time the Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Agent (acting on the instructions of the Term Lenders) shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is an LR1, LR2 or MR vessel and no older than the Mortgaged Ship being substituted;

(b) the Substitute Ship is seaworthy and in a satisfactory or similar condition to the Mortgaged Ship being substituted and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously; and

(d) equivalent Security Interests are entered into in respect of the Substitute Ship on the date of substitution on substantially the same terms or similar as the Security Interests which are in place for all other Ships and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the satisfaction of the Term Lenders).

25.17 If the conditions in clause 25.16 are met to the Term Lenders' satisfaction, the Security Agent shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Agent, the Borrower shall reimburse to the Agent any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

26 Hedging Contracts

26.1 The Borrower undertakes that this clause 26 will be complied with throughout the Facility Period and, with respect to any hedging entered into by the Borrower with a Hedging Provider under a Hedging Contract for an aggregate notional principal amount that is equal to or less than the Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility), payments under any such Hedging Contract shall be payable at the end of each relevant Interest Period and no Hedging Transaction forming part of a Hedging Contract shall extend beyond the relevant Final Repayment Date for the Facility (or relevant part thereof) to which it relates.

Hedging Contracts

26.2 If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of its exposure under this Agreement to interest rate fluctuations, it shall advise the Agent in writing.

26.3 If the Borrower proposes to enter into any such Treasury Transaction in relation to a Facility, the Borrower shall offer to the Hedging Providers who are (or, in the case of any Hedging Provider, whose Affiliate is) a Lender under that Facility the right of first refusal to enter into the proposed Treasury Transaction as its counterparties on those Treasury Transactions. If (a) the relevant Hedging Providers have not responded to the Borrower within five (5) Business Days from being notified by the Borrower with respect to their choice to enter into the proposed Treasury Transaction with the Borrower or (b) the pricing and terms offered by any of those Hedging Providers to the Borrower within such period for such Treasury Transaction is not competitive with the pricing and terms available to the Borrower in the market, the Borrower may enter into the proposed Treasury Transaction with a third party (a **Third Party Hedging Provider**) on terms better than those offered by that Hedging Provider. For the avoidance of doubt, notwithstanding the aforesaid first right of refusal, the Borrower shall have no obligation under this clause to enter into a Treasury Transaction with a particular Hedging Provider relevant to a Facility that wishes to enter into a Treasury Transaction with the Borrower where the pricing and terms offered by that Hedging Provider are more competitive than the pricing and terms offered by Third Party Hedging Providers but less competitive than the pricing and terms offered for such Treasury Transactions by another Hedging Provider relevant to a Facility.

26.4 Where the relevant hedge counterparty is a Hedging Provider, it shall share a first priority Security Interest in the Charged Property with the Lenders but will rank in accordance with clause 35.8.

26.5 Where the relevant hedging counterparty is a Third Party Hedging Provider, it shall not be a party to this Agreement or any of the Finance Documents and it shall not share a Security Interest in the Charged Property with the Lenders or the Hedging Providers in respect of any amounts owing to such counterparty under such Treasury Transaction.

26.6 Any Treasury Transaction concluded with a Hedging Provider in relation to any Facility shall be on the terms of a Hedging Master Agreement. If and when any Treasury Transaction with a Hedging Provider has been concluded in relation to any Facilities, it shall constitute a Hedging Contract for the purposes of the Finance Documents.

Information concerning Hedging Contracts

26.7 The Borrower shall provide the Agent with any information it may request concerning any Hedging Contract, including all reasonable information, accounts and records that may be necessary or of assistance to enable the Agent to verify the amounts of all payments and any other amounts payable under the Hedging Contracts.

26.8 Each Hedging Provider hereby authorises the Borrower to provide to the Agent any such information as referred to in clause 26.7 above.

27 Business restrictions

27.1 Except as otherwise approved by the Majority Lenders the Borrower undertakes that this clause 27 will be complied with throughout the Facility Period.

Loans and credit

27.2 Neither the Borrower nor the Owner shall make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

27.3 Neither the Parent, the Borrower nor the Owner shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

27.4 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), neither the Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of interest, or repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument.

27.5 If an Event of Default is continuing, the Borrower and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

28 Events of Default

28.1 Each of the events or circumstances set out in clauses 28.2 to 28.41 is an Event of Default.

Non-payment

28.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

28.3 For the purposes of clause 28.2 and subject to the Agent's right to demand interest under clauses 8.4 to 8.6 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

28.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Agent in accordance with clause 19.7.

Value of security

28.5 The Borrower does not comply with clause 25.12 (*Security shortfall*).

Insurance

28.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

28.7 Prior to any replacement cover being placed which has been approved by the Agent, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Agent (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

28.8 An Obligor does not comply with any provision of the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) (other than those referred to in clause 28.2 (*Non-payment*), clause 28.4 (*Financial covenants*), clause 28.5 (*Value of security*) and clauses 28.6 to 28.7 (*Insurance*)).

28.9 No Event of Default under clause 28.8 above will occur if the Agent (acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Agent giving notice to the Borrower, the Parent or the Owner and (B) the Borrower, the Parent or the Owner becoming aware of the failure to comply, provided in the case of clauses 19.15(i), 19.15(j) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

28.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

28.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

28.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

28.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

28.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a “Termination Event” as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

28.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

28.16 No Event of Default will occur under clauses 28.11 to 28.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 28.11 to 28.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies).

Insolvency

28.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) with a view to rescheduling any of its indebtedness.

28.18 The value of the assets of any Obligor (except for the Owner) is less than its liabilities (taking into account contingent and prospective liabilities).

28.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

28.20 In the context of the balance sheet solvency of the Owner, if the Auditors of the Borrower or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Agent acting on behalf of the Term Lenders (acting reasonably) to be material and (within thirty (30) days following the receipt by the Agent of the relevant accounts and notification to the Borrower from the Agent that such qualification is deemed by the Agent to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Agent that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of the Owner or (ii) to agree with the Agent (acting on the instructions of the Term Lenders) a methodology for satisfying the Agent (acting on the instructions of the Term Lenders) that the qualification has no substantive adverse implications for the credit standing of the Owner.

Insolvency proceedings

28.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor, any assets of the Owner or all or substantially all of the assets of any other Obligor (including the directors of the Owner requesting a person to appoint any such officer in relation to it or any of its assets or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

28.22 No Event of Default will occur under clause 28.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

28.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

28.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lenders may agree.

28.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any assets of the Owner or enforcement of any Security Interest over all or substantially all of the assets of any other Obligor.

28.26 No Event of Default shall occur under clauses 28.23 to 28.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 28.23 to 28.25 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 28.25 only:

(i) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement;

(ii) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(iii) solely by virtue of any Mortgaged Ship being arrested.

Unlawfulness and invalidity

28.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.

28.28 Any obligation or obligations of any Obligor under any Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lenders under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement).

28.29 Any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than a Finance Party) to be ineffective for any reason.

28.30 Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

28.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 28.31 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

28.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned Subsidiary of the Parent.

Expropriation

28.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 28.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents (other than a Hedging Contract or a

Hedging Master Agreement)

28.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or evidences an intention to rescind or repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement).

Litigation

28.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

28.36 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Majority Lenders reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

28.37 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Agent giving notice to the Borrower or relevant party to the applicable Non-obligor Security Document and (B) the Borrower or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

28.38 Except with approval, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

28.39 The Flag State of any Mortgaged Ship or Bermuda or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or in Bermuda or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Agent, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Agent to do so, such action as the Agent may require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Hedging Contracts

28.40 An Event of Default (as defined in any Hedging Contract or such other equivalent definition(s) in any Hedging Contract) has occurred and is continuing under any Hedging Contract.

28.41 An Early Termination Date (as defined in any Hedging Contract or such other equivalent definitions in any Hedging Contract) is designated under any Hedging Contract under section 6(a) of the relevant Hedging Master Agreement.

28.42 No Event of Default will occur under clauses 28.40 or 28.41 (*Hedging Contracts*) at any time during the Loan Period.

Acceleration

28.43 On and at any time after the occurrence of an Event of Default which is continuing the Agent may, and shall if so directed by the Majority Lenders, by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

(d) exercise or direct the Security Agent and/or any other beneficiary of the Security Documents to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 9 - Changes to Parties

29 Changes to the Lenders

Assignments and transfers by the Lenders

29.1 Subject to this clause 29, a Lender (the **Existing Lender**) may assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to another bank or financial institution or to, a trust, fund or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment or transfer

29.2 The consent of the Borrower is required for an assignment or transfer by a Lender, unless the assignment or transfer is:

(a) to another Lender or an Affiliate of a Lender; or

(b) a Default has occurred and is continuing unremedied and unwaived in which case the consent of the Agent shall also not be required (subject to acceptable “know your customer” or other similar documents or information on the New Lender).

29.3 Any consent of the Borrower in relation to an assignment or transfer as described in Clause 29.2 above shall:

(a) in the case of an assignment or transfer to a trust, fund or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrower; and

(b) in the case of an assignment or transfer to another bank or financial institution, not to be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrower within that time.

29.4 An assignment will only be effective:

(a) upon receipt of the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed) as to the identity of the New Lender;

(b) on receipt by the Agent of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the Borrower and the other Finance Parties as it would have been under if it was an Original Lender;

(c) on the New Lender entering into any documentation required for it to accede as a party to any Security Document to which the Original Lender is a party in its capacity as a Lender and, in relation to such Security Documents, completing any filing, registration or notice requirements;

(d) if the Commitment transferred shall be in an amount not less than ten million dollars ($10,000,000) (unless the assignment is of all an Existing Lender’s Commitments and all of its participation in the Loans); and

(e) on the performance by the Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations relating to any person that it is required to carry out in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

29.5 A transfer will be effective only if the procedure set out in clause 29.17 (*Procedure for transfer*) is complied with.

29.6 Each New Lender, by executing the relevant Transfer Certificate, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with the Finance Documents on or prior to the date on which the assignment or transfer becomes effective in accordance with the Finance Documents and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

29.7 If:

(a) a Lender assigns or transfers any of its rights under the Finance Documents or changes its Facility Office; and

(b) as a result of circumstances existing at the date the assignment or transfer or change occurs, the Borrower would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under clause 12 (*Tax Gross Up and Indemnities*) or clause 13 (*Increased Costs*),

then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under those clauses to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment or transfer or change had not occurred.

Fee and expenses

29.8 The New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Agent (for its own account) a fee of $5,000. No Obligor shall be responsible for any cost and expenses (whether legal fees or otherwise) associated with any assignment or transfer by a Lender of its rights under this Agreement.

Limitation of responsibility of Existing Lender

29.9 Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

(a) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;

(b) the financial condition of any Obligor;

(c) the performance and observance by any Obligor or any other person of its obligations under the Finance Documents or any other documents;

(d) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; or

(e) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

(a) and any representations or warranties implied by law are excluded.

29.10 Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

(a) has made (and shall continue to make) its own independent investigation and assessment of :

(i) the financial condition and affairs of the Obligors and their related entities in connection with its participation in this Agreement; and

(ii) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

and has not relied exclusively on any information provided to it by the Existing Lender or any other Finance Party in connection with any Finance Document;

(b) will continue to make its own independent appraisal of the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents; and

(c) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

29.11 Nothing in any Finance Document obliges an Existing Lender to:

(a) accept a re-assignment or re-transfer from a New Lender of any of the rights assigned or transferred under this clause 29 (*Changes to the Lenders*); or

(b) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or by reason of the application of any Basel II Regulation to the transactions contemplated by the Finance Documents or otherwise.

Procedure for assignment

29.12 Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*) an assignment may be effected in accordance with clause 29.15 below when (a) the Agent executes an otherwise duly completed Transfer Certificate and (b) the Agent executes any document required under clause 29.4 which it may be necessary for it to execute in each case delivered to it by the Existing Lender and the New Lender duly executed by them and, in the case of any such other document, any other relevant person. The Agent shall, subject to clause 29.13, as soon as reasonably practicable after receipt by it of a Transfer Certificate and any such other document each duly completed, appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate and such other document.

29.13 The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary “know your customer” or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

29.14 Subject to the Borrower providing its consent under clause 29.2 (*Conditions of assignment*) if required, the Obligors and the other Finance Parties irrevocably authorise the Agent to execute any Transfer Certificate on their behalf without any consultations with them.

29.15 On the Transfer Date:

(a) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Transfer Certificate;

(b) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the **Relevant Obligations**) and expressed to be the subject of the release in the Transfer Certificate (but the obligations owed by the Obligors under the Finance Documents shall not be released); and

(c) the New Lender shall become a Party to the Finance Documents as a "Lender" for the purposes of all the Finance Documents and will be bound by obligations equivalent to the Relevant Obligations.

29.16 Lenders may utilise procedures other than those set out in clauses 29.12 to 29.15 (*Procedure for assignment*) to assign their rights under the Finance Documents (but not, without the consent of the relevant Obligor or unless in accordance with clauses 29.12 to 29.15 (*Procedure for assignment*) to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment*).

Procedure for transfer

29.17

(a) Subject to the conditions set out in clauses 29.2 to 29.5 (*Conditions of assignment or transfer*) a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall not be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender unless it is satisfied that it has completed all "know your customer" and other similar procedures that it is required (or deems desirable) to conduct in relation to the transfer to such New Lender.

(c) On the Transfer Date:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and their respective rights against one another shall be cancelled (being the Discharged Rights and Obligations);

(ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;

(iii) the Agent, the Arrangers, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent, the Arranger and the Existing Lender shall each be released from further obligations to each other under this Agreement; and

(iv) the New Lender shall become a Party as a "Lender".

(d) The procedure set out in this clause 29.17 shall not apply to any right or obligation under any Finance Document (other than this Agreement) if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition of any applicable restriction shall have been satisfied.

Copy of Transfer Certificate to Borrower

29.18 The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate and any other document required under clause 29.4, send a copy of that Transfer Certificate and such other documents to the Borrower.

Security over Lenders' rights

29.19 In addition to the other rights provided to Lenders under this clause 29, each Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of any Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, pledge, assignment or Security Interest shall:

(A) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

30 Changes to the Obligors

30.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement (unless prohibited in those documents)).

31 Roles of Agent, Security Agent and Arranger

Appointment of the Agent

31.1 Each other Finance Party (other than the Security Agent) appoints the Agent to act as its agent under and in connection with the Finance Documents.

31.2 Each such other Finance Party authorises the Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Majority Lenders for execution by it.

Instructions to Agent

31.3 The Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent in accordance with any instructions given to it by:

(i) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision, subject always to the provisions of clause 41.3; and

(ii) in all other cases, the Majority Lenders; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.4 The Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Lender or group of Lenders, from that Lender or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.5 Save in the case of decisions stipulated to be a matter for any other Lender or group of Lenders under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent by the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties save for the Security Agent.

31.6 The Agent may refrain from acting in accordance with any instructions of any Lender or group of Lenders until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.7 In the absence of instructions, the Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.8 The Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.8 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Duties of the Agent

31.9 The Agent's duties under the Finance Documents are solely mechanical and administrative in nature.

31.10 The Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent for that Party by any other Party.

31.11 Without prejudice to clause 29.18 (*Copy of Transfer Certificate to Borrower*), clause 31.10 shall not apply to any Transfer Certificate.

31.12 Except where a Finance Document specifically provides otherwise, the Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.

31.13 If the Agent receives notice from a Party referring to this Agreement, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.

31.14 If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or an Arranger or the Security Agent for their own account) under this Agreement or any non-payment or other fee payable to a Hedging Provider under a Hedging Contract it shall promptly notify the other Finance Parties.

31.15 The Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

Role of the Arrangers

31.16 Except as specifically provided in the Finance Documents, the Arrangers have no obligations of any kind to any other Party under or in connection with any Finance Document or the transactions contemplated by the Finance Documents.

No fiduciary duties

31.17 Nothing in this Agreement constitutes the Agent or an Arranger as a trustee or fiduciary of any other person.

31.18 None of the Agent, the Security Agent or any Arranger shall be bound to account to any Lender or any Hedging Provider for any sum or the profit element of any sum received by it for its own account or have any obligations to the other Finance Parties beyond those expressly stated in the Finance Documents.

Business with the Group

31.19 The Agent, the Security Agent and any Arranger may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or their Affiliates.

Rights and discretions of the Agent

31.20 The Agent may

(a) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;

(b) assume that:

(i) any instructions received by it from the Majority Lenders, any Lenders or any group of Lenders are duly given in accordance with the terms of the Finance Documents; and

(ii) unless it has received notice of revocation, that those instructions have not been revoked; and

(c) rely on a certificate from any person:

(i) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or

(ii) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (i) above, may assume the truth and accuracy of that certificate.

31.21 The Agent may assume (unless it has received notice to the contrary in its capacity as agent for the other Finance Parties) that:

(a) no Default has occurred (unless it has actual knowledge of a Default arising under clauses 28.2 (*Non-payment*));

(b) any right, power, authority or discretion vested in any Party or any group of Lenders has not been exercised; and

(c) any notice or request made by the Borrower (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

31.22 The Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in the conduct of its obligations and responsibilities under the Finance Documents.

31.23 Without prejudice to the generality of clause 31.22 or clause 31.24, the Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent (and so separate from any lawyers instructed by the Lenders) if the Agent in its reasonable opinion deems this to be desirable.

31.24 The Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.

31.25 The Agent may act in relation to the Finance Documents through its officers, employees and agents and the Agent shall not:

(a) be liable for any error of judgment made by any such person; or

(b) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,

(b) unless such error or such loss was directly caused by the Agent’s gross negligence or wilful misconduct.

31.26 Unless a Finance Document expressly provides otherwise, the Agent may disclose to any other Party any information it reasonably believes it has received as agent under this Agreement.

31.27 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality. The Agent and any Arranger may do anything which in its opinion, is necessary or desirable to comply with any law or regulation of any jurisdiction.

31.28 Notwithstanding any provision of any Finance Document to the contrary, the Agent is not obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.29 Neither the Agent nor any Arranger shall be obliged to request any certificate, opinion or other information under clause 19 (*Information undertakings*) unless so required in writing by a Lender or any Hedging Provider, in which case the Agent shall promptly make the appropriate request of the Borrower if such request would be in accordance with the terms of this Agreement.

Responsibility for documentation and other matters

31.30 Neither the Agent nor any Arranger is responsible or liable for:

(a) the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Agent, any Arranger, an Obligor or any other person given in or in connection with any Finance Document or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or of any representations in any Finance Document or of any copy of any document delivered under any Finance Document;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) any loss to the Trust Property arising in consequence of the failure, depreciation or loss of any Charged Property or any investments made or retained in good faith or by reason of any other matter or thing;

(e) accounting to any person for any sum or the profit element of any sum received by it for its own account;

(f) the failure of any Obligor or any other party to perform its obligations under any Finance Document or the financial condition of any such person;

(g) ascertaining whether all deeds and documents which should have been deposited with it (or the Security Agent) under or pursuant to any of the Security Documents have been so deposited;

(h) investigating or making any enquiry into the title of any Obligor to any of the Charged Property or any of its other property or assets;

(i) failing to register any of the Security Documents with the Registrar of Companies or any other public office;

(j) failing to register any of the Security Documents in accordance with the provisions of the documents of title of any Obligor to any of the Charged Property;

(k) failing to take or require any Obligor to take any steps to render any of the Security Documents effective as regards property or assets outside England or Wales or to secure the creation of any ancillary charge under the laws of the jurisdiction concerned;

(l) (unless it is the same entity as the Security Agent) the Security Agent and/or any other beneficiary of a Security Document failing to perform or discharge any of its duties or obligations under the Security Documents; or

(m) any determination as to whether any information provided or to be provided to any Finance Party is non-public information the use of which may be regulated or prohibited by any applicable law or regulation relating to insider dealing or otherwise.

No duty to monitor

31.31 The Agent shall not be bound to enquire:

(a) whether or not any Default has occurred;

(b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or

(c) whether any other event specified in any Finance Document has occurred.

Exclusion of liability

31.32 Without limiting clause 31.33 (and without prejudice to any other provision of the Finance Documents excluding or limiting the liability of the Agent) the Agent will not be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:

(a) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Charged Property, unless directly caused by its gross negligence or wilful misconduct;

(b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Charged Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Charged Property; or

(c) without prejudice to the generality of paragraphs (a) and (b) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:

(i) any act, event or circumstance not reasonably within its control; or

(ii) the general risks of investment in, or the holding of assets in, any jurisdiction, including

(in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Payment Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

31.33 No Party (other than the Agent) may take any proceedings against any officer, employee or agent of the Agent in respect of any claim it might have against the Agent or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document and any officer, employee or agent of the Agent may rely on this clause subject to clauses 1.12 to 1.14 (*Third party rights*) and the provisions of the Third Parties Act.

31.34 The Agent will not be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent if the Agent has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent for that purpose.

31.35 Nothing in this Agreement shall oblige the Agent or any Arranger to carry out

(a) any "know your customer" or other checks in relation to any person; or

(b) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Lender,

on behalf of any Lender or any Hedging Provider and each Lender and each Hedging Provider confirms to the Agent and the Arrangers that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or any Arranger.

31.36 Without prejudice to any provision of any Finance Document excluding or limiting the Agent's liability, any liability of the Agent arising under or in connection with any Finance Document or the Charged Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent at any time which increase the amount of that loss. In no event shall the Agent be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent has been advised of the possibility of such loss or damages.

Lenders' indemnity to the Agent

31.37 Each Term Lender shall (in proportion (if no part of any Term Loan is then outstanding) to its share of the Total Term Loan Facility Commitments or (at any other time) to its participation in the Term Loans) indemnify the Agent, within six (6) Business Days of demand, against:

(a) any Losses for negligence or any other category of liability whatsoever incurred by such Lenders' Representative in the circumstances contemplated pursuant to clause 35.20 (*Disruption to payment systems etc*) notwithstanding the Agent's negligence, gross negligence, or any other category of liability whatsoever but not including any claim based on the fraud of the Agent); and

(b) any other Losses (otherwise than by reason of the Agent's gross negligence or wilful misconduct) including the costs of any person engaged in accordance with clause 31.22 (*Rights and discretions of the Agent*) and any Receiver in acting as its agent under the Finance Documents

in each case incurred by the Agent in acting as such under the Finance Documents (unless the Agent has been reimbursed by an Obligor pursuant to a Finance Document or out of the Trust Property).

31.38 Subject to clause 31.39, the Borrower shall within six (6) Business Days of demand reimburse any Lender for any payment that Lender makes to the Agent pursuant to clause 31.37.

31.39 Clause 31.38 shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent to an Obligor.

Resignation of the Agent

31.40 The Agent may resign and appoint one of its Affiliates as successor by giving notice to the Lenders, each Hedging Provider, the Security Agent and the Borrower.

31.41 Alternatively the Agent may resign by giving notice to the other Finance Parties and obtaining the Borrower's consent (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), in which case the Majority Lenders (after consultation with the Borrower) may appoint a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when a Default is continuing.

31.42 If the Majority Lenders have not appointed a successor Agent in accordance with clause 31.41 above within twenty (20) days after notice of resignation was given, the retiring Agent (after consultation with the Borrower and subject to the consent of the Borrower if required under clause 31.41 above) may appoint a successor Agent.

31.43 If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under clause 31.42, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this clause 31 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees.

31.44 The retiring Agent shall, at its own cost, make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.45 The Agent's resignation notice shall only take effect upon the appointment of a successor.

31.46 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.44) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

Replacement of the Agent

31.47 After obtaining the prior consent of the Borrower (such consent not to be unreasonably withheld if the proposed new agent is to be the same legal entity as a Lender, will act out of Singapore and is a FATCA Exempt Party), the Majority Lenders may, by giving thirty (30) days' notice to the Agent replace the Agent by appointing a successor Agent. The aforesaid consent of the Borrower shall not be required at any time when a Default is continuing.

31.48 The retiring Agent shall make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Finance Documents.

31.49 The appointment of the successor Agent shall take effect on the date specified in the notice from the Majority Lenders to the retiring Agent so long as, if required, the Borrower's consent to the change of agent has been obtained. As from this date, the retiring Agent shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under clause 31.48) but shall remain entitled to the benefit of clause 14.4 (*Indemnity to the Agent and the Security Agent*) and this clause 31 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

31.50 Any successor Agent and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.

31.51 The Agent shall resign in accordance with clause 31.47 above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to clause 31.47 above) if on or after the date which is three (3) months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:

(a) the Agent fails to respond to a request under clause 12.28 to 12.31 (*FATCA Information*) and a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

(b) the information supplied by the Agent pursuant to Clause 12.28 to 12.31 (*FATCA Information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or

(c) the Agent notifies the Borrower and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;

and (in each case) a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and that Lender, by notice to the Agent, requires it to resign.

Confidentiality

31.52 In acting as agent for the Finance Parties, the Agent shall be regarded as acting through its department, division or team directly responsible for the management of the Finance Documents which shall be treated as a separate entity from any other of its divisions, departments or teams.

31.53 If information is received by another division or department of the Agent, it may be treated as confidential to that division or department and the Agent shall not be deemed to have notice of it.

31.54 Notwithstanding any other provision of any Finance Document to the contrary, neither the Agent nor any Arranger is obliged to disclose to any other person (i) any Confidential Information or (ii) any other information if the disclosure would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty.

Relationship with the Lenders and Hedging Providers

31.55 The Agent may treat the person shown in its records as Lender or as Hedging Provider at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender or (as the case may be) a Hedging Provider acting through its Facility Office:

(a) entitled to or liable for any payment due under any Finance Document on that day; and

(b) entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day,

unless it has received not less than five (5) Business Days prior notice from that Lender or (as the case may be) a Hedging Provider to the contrary in accordance with the terms of this Agreement.

31.56 Any Lender or a Hedging Provider may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender or (as the case may be) a Hedging Provider under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under clauses 37.9 to 37.11 (*Electronic communication*)) electronic mail address and/or any other information required to enable the sending and receipt of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address, department and officer by that Lender or (as the case may be) a Hedging Provider for the purposes of clause 37.2 (*Addresses*) and clauses 37.9 to 37.11 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender or (as the case may be) a Hedging Provider.

31.57 Each Lender and each Hedging Provider shall supply the Agent with any information that the Agent may reasonably specify as being necessary or desirable to enable the Agent or the Security Agent to perform its functions as Agent or Security Agent.

31.58 Each Lender and each Hedging Provider shall deal with the Security Agent exclusively through the Agent and shall not deal directly with the Security Agent.

Credit appraisal by the Lenders and Hedging Providers

31.59 Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document, each Lender and each Hedging Provider confirms to each other Finance Party that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

(a) the financial condition, status and nature of each Obligor and other Group Member;

(b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

(c) the application of any Basel II Regulation or Basel III Regulation to the transactions contemplated by the Finance Documents;

(d) whether any Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Charged Property;

(e) the adequacy, accuracy and/or completeness of any information provided by the Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and

(f) the right or title of any person in or to, or the value or sufficiency of, any part of the Charged Property, the priority of the Security Documents or the existence of any Security Interest affecting the Charged Property.

Deduction from amounts payable by the Agent

31.60 If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

Common parties

31.61 Although the Agent and the Security Agent may from time to time be the same entity, that entity will have entered into the Finance Documents (to which it is party) in its separate capacities as agent for the Finance Parties and (as appropriate) security agent and trustee for the Finance Parties. Where any Finance Document provides for the Agent or Security Agent to communicate with or provide instructions to the other, while they are the same entity, such communication or instructions will not be necessary.

Security Agent

31.62 Each other Finance Party appoints the Security Agent to act as its agent and (to the extent permitted under any applicable law) trustee under and in connection with the Security Documents and confirms that the Security Agent shall have a lien on the Security Documents and the proceeds of the enforcement of those Security Documents for all moneys payable to the beneficiaries of those Security Documents.

31.63 Each other Finance Party authorises the Security Agent:

(a) to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Security Agent under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions; and

(b) to execute each of the Security Documents and all other documents that may be approved by the Agent and/or the Majority Lenders for execution by it.

31.64 The Security Agent accepts its appointment under clause 31.62 (*Security Agent*) as trustee of the Trust Property with effect from the date of this Agreement and declares that it holds the Trust Property on trust for itself, the other Finance Parties (for so long as they are Finance Parties) on and subject to the terms set out in clauses 31.62 - 31.81 (inclusive) and the Security Documents to which it is a party.

Application of certain clauses to Security Agent

31.65 Clauses 31.20 to 31.29 (*Rights and discretions of the Agent*), clause 31.30 (*Responsibility for documentation and other matters*), clause 31.31 (*No duty to monitor*), clauses 31.32 to 31.36 (*Exclusion of liability*), clauses 31.37 to 31.39 (*Lenders' indemnity to the Agent*), clauses 31.40 to 31.46 (*Resignation of the Agent*), clauses 31.47 to 31.51 (*Replacement of Agent*) clauses 31.52 to 31.54 (*Confidentiality*), clauses 31.55 to 31.58 (*Relationship with the Lenders and Hedging Providers*), clause 31.59 (*Credit appraisal by the Lenders and Hedging Providers*) and clause 31.60 (*Deduction from amounts payable by the Agent*) shall each extend so as to apply to the Security Agent in its capacity as such and for that purpose each reference to the "Agent" in these clauses shall extend to include in addition a reference to the "Security Agent" in its capacity as such and, in clauses 31.20 to 31.29 (*Rights and discretions of the Agent*), references to the Lenders and a group of Lenders shall refer to the Agent.

31.66 In addition, clauses 31.40 to 31.46 (*Resignation of the Agent*) and clauses 31.47 to 31.51 shall, for the purposes of their application to the Security Agent pursuant to clause 31.65, have the following additional clause inserted after them:

> At any time after the appointment of a successor, the retiring Security Agent shall do and execute all acts, deeds and documents reasonably required by its successor to transfer to it (or its nominee, as it may direct) any property, assets and rights previously vested in the retiring Security Agent pursuant to the Security Documents and which shall not have vested in its successor by operation of law. All such acts, deeds and documents shall be done or, as the case may be, executed at the cost of the retiring Security Agent (except where the Security Agent is retiring under clause 31.47 as extended to it by clause 31.65, in which case such costs shall be borne by the Term Lenders (in proportion (if no Term Loan is then outstanding) to their shares of the Total Term Loan Facility Commitments or (at any other time prior to the repayment or prepayment in full of the Term Loan) to their participations in the Term Loan or, after the repayment or prepayment in full of the Term Loan, by the RCF Lenders in proportion to their respective Revolving Credit Facility Commitments).

Instructions to Security Agent

31.67 The Security Agent shall:

(a) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Security Agent in accordance with any instructions given to it by the Agent; and

(b) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (a) above.

31.68 The Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Agent as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Security Agent may refrain from acting unless and until it receives those instructions or that clarification.

31.69 Unless a contrary indication appears in a Finance Document, any instructions given to the Security Agent by the Agent shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

31.70 The Security Agent may refrain from acting in accordance with any instructions of the Agent until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability which it may incur in complying with those instructions.

31.71 In the absence of instructions, the Security Agent may act (or refrain from acting) as it considers to be in the best interest of the Lenders.

31.72 The Security Agent is not authorised to act on behalf of a Lender (without first obtaining that Lender's consent) in any legal or arbitration proceedings relating to any Finance Document. This clause 31.72 shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Security Documents.

Order of application

31.73 The Security Agent agrees to apply the Trust Property and each other beneficiary of the Security Documents agrees to apply all moneys received by it in the exercise of its rights under the Security Documents in accordance with the following respective claims:

(a) **first**, as to a sum equivalent to the amounts payable to the Security Agent under the Finance Documents (excluding any amounts received by the Security Agent pursuant to clauses 31.37 to 31.39 (*Lenders' indemnity to the Agent*) as extended to the Security Agent pursuant to clause 31.65 (*Application of certain clauses to Security Agent*)), for the Security Agent absolutely;

(b) **secondly**, as to a sum equivalent to the aggregate amount then due and owing to the other Finance Parties under the Finance Documents, for those Finance Parties absolutely for application between them in accordance with clauses 35.8 to 35.10 (*Partial payments*);

(c) **thirdly**, until such time as the Security Agent is satisfied that all obligations owed to the Finance Parties have been irrevocably and unconditionally discharged in full, held by the Security Agent on a suspense account for payment of any further amounts owing to the Finance Parties under the Finance Documents and further application in accordance with this clause 31.73 as and when any such amounts later fall due;

(d) **fourthly**, to such other persons (if any) as are legally entitled thereto in priority to the Obligors; and

(e) **fifthly**, as to the balance (if any), for the Obligors by or from whom or from whose assets the relevant amounts were paid, received or recovered or other person entitled to them.

31.74 The Security Agent and each other beneficiary of the Security Documents shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, it save that (without prejudice to any other provision contained in any of the Security Documents) the Security Agent (acting on the instructions of the Agent) and any other beneficiary of the Security Documents or any receiver or administrator may credit any moneys received by it to a suspense account for so long and in such manner as the Security Agent), any other beneficiary of the Security Documents or such receiver or administrator may from time to time determine with a view to preserving the rights of the Finance Parties or any of them to prove for the whole of their respective claims against the Borrower or any other person liable.

31.75 The Security Agent and/or any other beneficiary of the Security Documents shall obtain a good discharge in respect of the amounts expressed to be due to the other Finance Parties as referred to in clauses 31.73 and 31.74 by paying such amounts to the Agent for distribution in accordance with clause 35 (*Payment mechanics*).

Powers and duties of the Security Agent as trustee of the security

31.76 In its capacity as trustee in relation to the Trust Property, the Security Agent:

(a) shall, without prejudice to any of the powers, discretions and immunities conferred upon trustees by law (and to the extent not inconsistent with the provisions of this Agreement or any of the Security Documents), have all the same powers and discretions as a natural person acting as the beneficial owner of such property and/or as are conferred upon the Security Agent by this Agreement and/or any Security Document but so that the Security Agent may only exercise such powers and discretions to the extent that it is authorised to do so by the provisions of this Agreement;

(b) shall (subject to clause 31.73 (*Order of application*)) be entitled (in its own name or in the names of nominees) to invest moneys from time to time forming part of the Trust Property or otherwise held by it as a consequence of any enforcement of the security constituted by any Finance Document which, in the reasonable opinion of the Security Agent, it would not be practicable to distribute immediately, by placing the same on deposit in the name or under the control of the Security Agent as the Security Agent may think fit without being under any duty to diversify the same and the Security Agent shall not be responsible for any loss due to interest rate or exchange rate fluctuations except for any loss arising from the Security Agent's gross negligence or wilful misconduct;

(c) may, in the conduct of its obligations under and in respect of the Security Documents (otherwise than in relation to its right to make any declaration, determination or decision), instead of acting personally, employ and pay any agent (whether being a lawyer or any other person) to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Security Agent (including the receipt and payment of money) and on the basis that (i) any such agent engaged in any profession or business shall be entitled to be paid all usual professional and other charges for business transacted and acts done by him or any partner or employee of his or her in connection with such employment and (ii) the Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such agent if the Security Agent shall have exercised reasonable care in the selection of such agent; and

(d) may place all deeds and other documents relating to the Trust Property which are from time to time deposited with it pursuant to the Security Documents in any safe deposit, safe or receptacle selected by the Security Agent exercising reasonable care or with any firm of solicitors or company whose business includes undertaking the safe custody of documents selected by the Security Agent exercising reasonable care and may make any such arrangements as it thinks fit for allowing Obligors access to, or its solicitors or auditors possession of, such documents when necessary or convenient and the Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession if it has exercised reasonable care in the selection of a safe deposit, safe, receptacle or firm of solicitors or company (save that it shall take reasonable steps to pursue any person who may be liable to it in connection with such loss).

All enforcement action through the Security Agent

31.77 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in favour of the Security Agent only or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent.

31.78 None of the other Finance Parties shall have any independent power to enforce any of those Security Documents which are executed in their favour or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to such Security Documents or otherwise have direct recourse to the security and/or guarantees constituted by such Security Documents except through the Security Agent. If any Finance Party (other than the Security Agent) is a party to any Security Document it shall promptly upon being requested by the Agent to do so grant a power of attorney or other sufficient authority to the Security Agent to enable the Security Agent to exercise any rights, discretions or powers or to grant any consents or releases under such Security Document.

Co-operation to achieve agreed priorities of application

31.79 The other Finance Parties shall co-operate with each other and with the Security Agent and any receiver or administrator under the Security Documents in realising the property and assets subject to the Security Documents and in ensuring that the net proceeds realised under the Security Documents after deduction of the expenses of realisation are applied in accordance with clause 31.73 (*Order of application*).

Indemnity from Trust Property

31.80 In respect of all liabilities, costs or expenses for which the Obligors are liable under this Agreement, the Security Agent and each Affiliate of the Security Agent and each officer or employee of the Security Agent or its Affiliate (each a **Relevant Person**) shall be entitled to be indemnified out of the Trust Property in respect of all liabilities, damages, costs, claims, charges or expenses whatsoever properly incurred or suffered by such Relevant Person:

(a) in the execution or exercise or bona fide purported execution or exercise of the trusts, rights, powers, authorities, discretions and duties created or conferred by or pursuant to the Finance Documents;

(b) as a result of any breach by an Obligor of any of its obligations under any Finance Document;

(c) in respect of any Environmental Claim made or asserted against a Relevant Person which would not have arisen if the Finance Documents had not been executed; and

(d) in respect of any matter or thing done or omitted in any way in accordance with the terms of the Finance Documents relating to the Trust Property or the provisions of any of the Finance Documents.

31.81 The rights conferred by clause 31.80 are without prejudice to any right to indemnity by law given to trustees generally and to any provision of the Finance Documents entitling the Security Agent or any other person to an indemnity in respect of, and/or reimbursement of, any liabilities, costs or expenses incurred or suffered by it in connection with any of the Finance Documents or the performance of any duties under any of the Finance Documents. Nothing contained in clause 31.80 shall entitle the Security Agent or any other person to be indemnified in respect of any liabilities, damages, costs, claims, charges or expenses to the extent that the same arise from such person's own gross negligence or wilful misconduct.

Finance Parties to provide information

31.82 The other Finance Parties shall provide the Security Agent with such written information as it may reasonably require for the purposes of carrying out its duties and obligations under the Security Documents and, in particular, with such necessary directions in writing so as to enable the Security Agent to make the calculations and applications contemplated by clause 31.73 (*Order of application*) above and to apply amounts received under, and the proceeds of realisation of, the Security Documents as contemplated by the Security Documents, clauses 35.8 to 35.10 (*Partial payments*) and clause 31.73 (*Order of application*).

Release to facilitate enforcement and realisation

31.83 Each Finance Party acknowledges that pursuant to any enforcement action by the Security Agent (or a Receiver) carried out on the instructions of the Agent it may be desirable for the purpose of such enforcement and/or maximising the realisation of the Charged Property being enforced against, that any rights or claims of or by the Security Agent (for the benefit of the Finance Parties) and/or any Finance Parties against any Obligor and/or any Security Interest over any assets of any Obligor (in each case) as contained in or created by any Finance Document, other than such rights or claims or security being enforced, be released in order to facilitate such enforcement action and/or realisation and, notwithstanding any other provision of the Finance Documents, each Finance Party hereby irrevocably authorises the Security Agent (acting on the instructions of the Agent) to grant any such releases to the extent necessary to fully effect such enforcement action and realisation including, without limitation, to the extent necessary for such purposes to execute release documents in the name of and on behalf of the Finance Parties.

Undertaking to pay

31.84 Each Obligor which is a Party undertakes with the Security Agent on behalf of the Finance Parties that it will, within six (6) Business Days of demand by the Security Agent, pay to the Security Agent all money from time to time owing, and discharge all other obligations from time to time incurred, by it under or in connection with the Finance Documents.

Additional trustees

31.85 The Security Agent shall have power by notice in writing to the other Finance Parties and the Borrower to appoint any person approved by the Borrower (such approval not to be unreasonably withheld or delayed) either to act as separate trustee or as co-trustee jointly with the Security Agent:

(a) if the Security Agent reasonably considers such appointment to be in the best interests of the Finance Parties;

(b) for the purpose of conforming with any legal requirement, restriction or condition in any jurisdiction in which any particular act is to be performed; or

(c) for the purpose of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction against any person of a judgment already obtained,

and any person so appointed shall (subject to the provisions of this Agreement) have such rights (including as to reasonable remuneration), powers, duties and obligations as shall be conferred or imposed by the instrument of appointment. The Security Agent shall have power to remove any person so appointed. At the request of the Security Agent, the other parties to this Agreement shall forthwith execute all such documents and do all such things as may be required to perfect such appointment or removal and each such party irrevocably authorises the Security Agent in its name and on its behalf to do the same. Such a person shall accede to this Agreement as a Security Agent to the extent necessary to carry out their role on terms satisfactory to the Security Agent and (subject always to the provisions of this Agreement) have such trusts, powers, authorities, liabilities and discretions (not exceeding those conferred on the Security Agent by this Agreement and the other Finance Documents) and such duties and obligations as shall be conferred or imposed by the instrument of appointment (being no less onerous than would have applied to the Security Agent but for the appointment). The Security Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of, any such person if the Security Agent shall have exercised reasonable care in the selection of such person.

Non-recognition of trust

31.86 It is agreed by all the parties to this Agreement that:

31.87 in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be constituted by this clause 31, the relationship of the Security Agent and the other Finance Parties shall be construed as one of principal and agent, but to the extent permissible under the laws of such jurisdiction, all the other provisions of this Agreement shall have full force and effect between the parties to this Agreement; and

31.88 the provisions of this clause 31 insofar as they relate to the Security Agent in its capacity as trustee for the Finance Parties and the relationship between themselves and the Security Agent as their trustee may be amended by agreement between the other Finance Parties and the Security Agent. The Security Agent may amend all documents necessary to effect the alteration of the relationship between the Security Agent and the other Finance Parties and each such other party irrevocably authorises the Security Agent in its name and on its behalf to execute all documents necessary to effect such amendments.

32 Conduct of business by the Finance Parties

Finance Parties tax affairs

32.1 No provision of this Agreement will:

(a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige any Finance Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

Finance Parties acting together

32.2 Notwithstanding clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), if the Agent makes a declaration under clause 28.43 (*Acceleration*) the Agent shall, in the names of all the Finance Parties, take such action on behalf of the Finance Parties and conduct such negotiations with the Borrower and any other Obligor and generally administer the Facilities in accordance with the wishes of the Majority Lenders. All the Finance Parties shall be bound by the provisions of this clause and no Finance Party shall be entitled to take action independently against any Obligor or any of its assets without the prior consent of the Majority Lenders.

32.3 Clause 32.2 shall not override clause 31 (*Roles of Agent*, *Security Agent and Arranger*) as it applies to the Security Agent.

Majority Lenders

32.4 Where any Finance Document provides for any matter to be determined by reference to the opinion of, or to be subject to the consent, approval or request of, the Majority Lenders or for any action to be taken on the instructions of the Majority Lenders (a **majority decision**), such majority decision shall (as between the Lenders) only be regarded as having been validly given or issued by the Majority Lenders if all the Lenders shall have received prior notice of the matter on which such majority decision is required and the relevant majority of Lenders shall have given or issued such majority decision. However (as between any Obligor and the Finance Parties) the relevant Obligor shall be entitled (and bound) to assume that such notice shall have been duly received by each Lender and that the relevant majority shall have been obtained to constitute Majority Lenders when notified to this effect by the Agent whether or not this is the case.

32.5 If, within ten (10) Business Days of the Agent despatching to each Lender a notice requesting instructions (or confirmation of instructions) from the Lenders or the agreement of the Lenders to any amendment, modification, waiver, variation or excuse of performance for the purposes of, or in relation to, any of the Finance Documents, the Agent has not received a reply specifically giving or confirming or refusing to give or confirm the relevant instructions or, as the case may be, approving or refusing to approve the proposed amendment, modification, waiver, variation or excuse of performance, then (irrespective of whether such Lender responds at a later date) the Agent shall treat any Lender which has not so responded as having indicated a desire to be bound by the wishes of sixty six and two thirds per cent (66⅔) of those Lenders (measured in terms of the Total Commitments of those Lenders) which have so responded.

32.6 For the purposes of clause 32.5, any Lender which notifies the Agent of a wish or intention to abstain on any particular issue shall be treated as if it had not responded.

32.7 Clauses 32.5 and 32.6 shall not apply in relation to those matters referred to in, or the subject of, clauses 33.5 and 33.6 (*Exceptions*).

Conflicts

32.8 The Borrower acknowledges that any Arranger and its parent undertaking, subsidiary undertakings and fellow subsidiary undertakings (together an **Arranger Group**) may be providing debt finance, equity capital or other services (including financial advisory services) to other persons with which the Borrower may have conflicting interests in respect of the Facilities or otherwise.

32.9 No member of an Arranger Group shall use Confidential Information gained from any Obligor by virtue of the Facilities or its relationships with any Obligor in connection with their performance of services for other persons. This shall not, however, affect any obligations that any member of an Arranger Group has as Agent in respect of the Finance Documents. The Borrower also acknowledges that no member of an Arranger Group has any obligation to use or furnish to any Obligor information obtained from other persons for their benefit.

32.10 The terms **parent undertaking**, **subsidiary undertaking** and **fellow subsidiary undertaking** when used in this clause have the meaning given to them in sections 1161 and 1162 of the Companies Act 2006.

33 Sharing among the Finance Parties

Payments to Finance Parties

33.1 If a Finance Party (a **Recovering Finance Party**) receives or recovers any amount from an Obligor other than in accordance with clause 35 (*Payment mechanics*) (a **Recovered Amount**) and applies that amount to a payment due under the Finance Documents then:

(a) the Recovering Finance Party shall, within three (3) Business Days, notify details of the receipt or recovery, to the Agent;

(b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with clause 35 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and

(c) the Recovering Finance Party shall, within three (3) Business Days of demand by the Agent, pay to the Agent an amount (the **Sharing Payment**) equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with clauses 35.8 to 35.10 (*Partial payments*).

This clause 33.1 does not apply to any Recovered Amount to the extent that such Recovered Amount constitutes due payments owing and payable by the Borrower to a Hedging Provider under a relevant Hedging Contract (unless such amounts have not been paid to and received by a Hedging Provider in accordance with the Finance Documents, in which case, clause 33.1 would apply to such amount received by that Hedging Provider).

Redistribution of payments

33.2 The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the **Sharing Finance Parties**) in accordance with clauses 35.8 to 35.10 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

Recovering Finance Party's rights

33.3 On a distribution by the Agent under clause 33.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

Reversal of redistribution

33.4 If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

(a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the **Redistributed Amount**); and

(b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

Exceptions

33.5 This clause 33 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this clause, have a valid and enforceable claim against the relevant Obligor.

33.6 A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:

(a) it notified that other Finance Party of the legal or arbitration proceedings;

(b) the taking legal or arbitration proceedings was in accordance with the terms of this Agreement; and

(c) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

34 Position of Hedging Providers

Rights of Hedging Providers

34.1 Each Hedging Provider (but not, for the avoidance of doubt, any Third Party Hedging Provider) is a Finance Party and as such, will be entitled to share in the security constituted by the Security Documents in respect of any liabilities of the Borrower under the Hedging Contracts with such Hedging Provider in the manner and to the extent contemplated by the Finance Documents.

No voting rights

34.2 No Hedging Provider shall be entitled to vote on any matter where a decision of the Lenders alone is required under this Agreement, whether before or after the termination or close out of the Hedging Contracts with such Hedging Provider, provided that each Hedging Provider shall be entitled to vote on any matter where a decision of all the Finance Parties is expressly required.

Acceleration and enforcement of security

34.3 Neither the Agent nor the Security Agent or any other beneficiary of the Security Documents shall be obliged, in connection with any action taken or proposed to be taken under or pursuant to clause 28 (*Events of Default*) or pursuant to the other Finance Documents, to have any regard to the requirements of the Hedging Providers except to the extent that the relevant Hedging Provider is also a Lender or an Affiliate of a Lender.

Section 11 - Administration

35 Payment mechanics

Payments to the Agent

35.1 On each date on which an Obligor or a Lender is required to make a payment under a Finance Document (other than a Hedging Contract), that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

35.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

Distributions by the Agent

35.3 Each payment received by the Agent under the Finance Documents for another Party shall, subject to clause 35.4 (*Distributions to an Obligor*) and clauses 35.5 to 35.7 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five (5) Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

Distributions to an Obligor

35.4 The Agent may (with the consent of the Obligor or in accordance with clause 36 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

Clawback and pre-funding

35.5 Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.

35.6 Unless clause 35.7 applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.

35.7 If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:

(a) the Agent shall notify the Borrower of that Lender's identity and the Borrower shall on demand refund it to the Agent; and

(b) the Lender by whom those funds should have been made available shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

Partial payments

35.8 If the Agent receives a payment for application against amounts in respect of any Finance Documents that is insufficient to discharge all the amounts then due and payable by an Obligor under those Finance Documents, the Agent shall apply that payment towards the obligations of that Obligor under those Finance Documents in the following order:

(a) **firstly**, in or towards payment pro rata of any unpaid amount owing to the Agent, the Security Agent, the Facility Co-ordinator or the Arrangers under those Finance Documents;

(b) **secondly**, in or towards payment to the Term Lenders pro rata of any amount owing to the Term Lenders under clause 31.38 (*Lenders' indemnity to the Agent*) including any amount owing to the Lenders under clause 31.38 as a result of clauses 31.37 to 31.39 being extended to the Security Agent by clause 31.65 (*Application of certain clauses to Security Agent*);

(c) **thirdly**, in or towards payment to the Term Lenders *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents (other than monies payable in respect of the Revolving Credit Facility, the Hedging Contracts or any Hedging Master Agreement);

(d) **fourthly**, in or towards payment to the Term Lenders *pro rata* of any principal which is due but unpaid under those Finance Documents (other than monies payable in respect of the Revolving Credit Facility, the Hedging Contracts or any Hedging Master Agreement) (and, for this purpose, all monies shall be applied to reduce the relevant Loans *pro rata*);

(e) **fifthly**, in or towards payment to the Hedging Providers *pro rata* of any sums owing to them under any of those Finance Documents entered into prior to the Effective Date (other than any swap termination sums / close out payments owing to them under the relevant Hedging Contracts) (for the avoidance of doubt, it being acknowledged and agreed that any Hedging Transaction that are modified, amended or supplemented after the Effective Date, will not be considered to be newly entered into on the date of such modification, amendment or supplement);

(f) **sixthly**, in or towards payment to the Hedging Providers *pro rata* of any termination sums owing to them under the Hedging Contracts entered into prior to the Effective Date;

(g) **seventhly**, in or towards payment to the RCF Lenders *pro rata* of any accrued interest, fee or commission due but unpaid under those Finance Documents in respect of the Revolving Credit Facility;

(h) **eighthly**, in or towards payment to the RCF Lenders *pro rata* of any principal which is due but unpaid under those Finance Documents in respect of the Revolving Credit Facility (and, for this purpose, all monies shall be applied to reduce the Revolving Credit Facility Loans *pro rata*);

(i) **ninthly**, in or towards payment to the Hedging Providers *pro rata* of any sums owing to them under any of those Hedging Contracts entered into on or after the Effective Date (other than any swap termination sums / close out payments owing to them under the relevant Hedging Contracts);

(j) **tenthly**, in or towards payment to the Hedging Providers *pro rata* of any termination sums owing to them under the Hedging Contracts entered into on or after the Effective Date; and

(k) **finally**, in or towards payment pro rata of any other sum due but unpaid under the Finance Documents.

35.9 The Agent shall, subject always to clause 41.3, if so directed by all the Lenders and each Hedging Provider, vary the order set out in paragraphs (b) to (e) of clause 35.8.

No set-off by Obligors

35.11 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

35.12 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

35.13 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

35.14 Subject to clauses 35.15 to 35.16, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

35.15 A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

35.16 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.

35.17 All moneys received or held by the Security Agent or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Security Agent against the full cost in relation to the sale. Neither the Security Agent nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

35.18 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Agent (after consultation with the Borrower); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Agent (acting reasonably).

35.19 If a change in any currency of a country occurs, this Agreement will, to the extent the Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

35.20 If either the Agent determines (in its discretion) that a Payment Disruption Event has occurred or the Agent is notified by the Borrower that a Payment Disruption Event has occurred:

(a) the Agent may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facilities as the Agent may deem necessary in the circumstances;

(b) the Agent shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;

(d) any such changes agreed upon by the Agent and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of clause 41 (*Amendments and waivers*);

(e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 35.20; and

(f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

Hedging

35.21 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in clauses 35.11, 35.12, 35.14, 35.16, 35.18 and 35.20 above do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

36 Set-off

36.1 A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

36.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 36 (*Set-off*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

37 Notices

Communications in writing

37.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax (which shall always be accompanied by email) or letter.

Addresses

37.2 The address, and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Finance Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party;

(c) in the case of the Security Agent, the Agent, the Arrangers, the Hedging Providers and any other original Finance Party that identified with its name in Schedule 1 (*The original parties*); and

(d) in the case of each Lender or other Finance Party, that notified in writing to the Agent on or prior to the date on which it becomes a Party in the relevant capacity,

or, in each case, any substitute address, fax number, or department or officer as an Obligor or Finance Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five (5) Business Days' notice.

Delivery

37.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(a) if by way of fax, when received in legible form; or

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

and, if a particular department or officer is specified as part of its address details provided under clause 37.2 (*Addresses*), if addressed to that department or officer.

37.4 Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Agent or the Security Agent shall specify for this purpose).

37.5 All notices from or to an Obligor shall be sent through the Agent.

37.6 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

37.7 Any communication or document which becomes effective, in accordance with clauses 37.3 to 37.6 above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following day.

Notification of address and fax number

37.8 Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to clause 37.2 (*Addresses*) or changing its own address or fax number, the Agent shall notify the other Parties.

Electronic communication

37.9 Any communication to be made between the Agent and a Lender or a Hedging Provider or an Obligor under or in connection with the Finance Documents may be made by electronic mail or other electronic means (including by way of the Agent's Debtdomain system), if the Agent and the relevant Lender or Hedging Provider or Obligor:

(a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(c) notify each other of any change to their address or any other such information supplied by them.

37.10 Any electronic communication made between the Agent and a Lender or a Hedging Provider or an Obligor will be effective only when actually received in readable form and in the case of any electronic communication made by a Lender or a Hedging Provider or an Obligor to the Agent only if it is addressed in such a manner as the Agent shall specify for this purpose.

37.11 All Lenders and Hedging Providers confirm that they have consented to the use of the Agent's Debtdomain systems as an accepted method of communication under or in connection with the Finance Documents and agree that the Debtdomain system will be the primary method of communication between the Agent, the Lenders and the Hedging Providers. The Lenders and the Hedging Providers acknowledge that a communication via Debtdomain will be effective once the communication is posted to Debtdomain by the Agent.

English language

37.12 Any notice given under or in connection with any Finance Document shall be in English.

37.13 All other documents provided under or in connection with any Finance Document shall be:

(a) in English; or

(b) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Hedging

37.14 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 37 (*Notices*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

38 Calculations and certificates

Accounts

38.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by a Finance Party are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

38.2 Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

38.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice. The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places.

Hedging

38.4 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 38 (*Calculations and certificates*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

39 Partial invalidity

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

39.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 39 (*Partial invalidity*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

40 Remedies and waivers

40.1 No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

40.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 40 (*Remedies and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

41 Amendments and waivers

Required consents

41.1 Subject to clause 41.3 (*All Lender matters*) and clauses 41.6 to 41.7 (*Other exceptions*), any term of the Finance Documents may be amended or waived with the consent of the Agent (acting on the instructions of the Majority Lenders and, if it affects the rights and obligations of the Agent or the Security Agent, the consent of the Agent or the Security Agent) and any such amendment or waiver agreed or given by the Agent will be binding on all the Finance Parties.

41.2 The Agent may (or, in the case of the Security Documents, instruct the Security Agent to) effect, on behalf of any Finance Party, any amendment or waiver permitted by this clause 41.

All Lender matters

41.3 Subject to clause 41.5 (*Changes to reference rates*), an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to:

(a) the definition of "Majority Lenders" in clause 1.1 (*Definitions*);

(b) the definition of "Last Availability Date" in clause 1.1 (*Definitions*);

(c) an extension to the date of payment of any amount under the Finance Documents;

(d) a reduction in any Margin or a reduction in the amount of any payment of principal, interest, fees or commission payable or the rate at which they are calculated;

(e) an increase in, or an extension of, any Commitment or any requirement that a cancellation of Commitments reduces the Commitments of the Lenders rateably under the Facilities;

(f) an increase in the Total Commitments or an extension of any period within which a Facility is available for Utilisation;

(g) a change to the Borrower or any other Obligor;

(h) any provision which expressly requires the consent or approval of all the Lenders;

(i) clauses 2.2 to 2.4 (*Finance Parties' rights and obligations*), clause 29 (*Changes to the Lenders*), clause 33.1 (*Payments to Finance Parties*), this clause 41, clause 46 (*Governing law*) or clauses 47.1 to 47.3 (*Jurisdiction of Singapore courts*);

(j) the order of distribution under clauses 35.8 to 35.10 (*Partial payments*); (k) the order of distribution under clause 31.73 (*Order of application*);

(l) the currency in which any amount is payable under any Finance Document;

(m) the nature or scope of the Charged Property or the manner in which the proceeds of enforcement of the Security Documents are distributed;

(n) the nature or scope of the guarantee and indemnity granted under clause 17 (*Guarantee and indemnity*) or the guarantee and indemnity granted under any Shipowner Guarantee or Supplemental Shipowner Guarantee; or

(o) the circumstances in which the security constituted by the Security Documents are permitted or required to be released under any of the Finance Documents except where the same relates to (i) a sale of a Mortgaged Ship permitted by the terms of this Agreement, (ii) a release required by clause 25.14 (*Release of additional security*), (iii) a release required by clause 25.15 (*Release of security over a Ship after request or prepayment of an Advance*) or (iv) a release permitted by clauses 25.16 and 25.17 (*Substitution of a Mortgaged Ship*);

shall not be made, or given, without the prior consent of all the Term Lenders (provided that in respect of an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to paragraphs (a) to (f) and (o) above in relation to the Revolving Credit Facility shall not be made, or given, without the prior consent of all of the RCF Lenders as well). For the avoidance of doubt, at any other time when only the Revolving Credit Facility remains outstanding, an amendment, waiver or discharge or release or a consent of, or in relation to, the terms of any Finance Document that has the effect of changing or which relates to the paragraphs above shall not be made, or given, without the prior consent of all the RCF Lenders.

41.4 An amendment or waiver which directly relates to the rights or obligations of a Hedging Provider (in its capacity as such) may not be effected without the consent of that Hedging Provider.

41.5 **Changes to reference rates**

(a) Subject to clauses 41.6 to 41.7 (*Other exceptions*), if an RFR Replacement Event has occurred, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in place of the RFR; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Obligors.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the risk free reference rate on a compounded basis in the international or any relevant domestic syndicated loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Agent (acting on the instructions of the Majority Lenders) and the Obligors.

(c) If any Lender fails to respond to a request for an amendment or waiver described in clause 41.5(i) or 41.5(b) within ten Business Days (or such longer time period in relation to any request which the Borrower and the Agent may agree) of that request being made:

(i) its Commitment(s) shall not be included for the purpose of calculating the Total Commitments when ascertaining whether any relevant percentage of Total Commitments has been obtained to approve that request; and

(ii) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(d) In this clause 41.5:

RFR Replacement Event means:

(a) the methodology, formula or other means of determining the RFR has, in the opinion of the Majority Lenders, and the Obligors materially changed;

(b)

(i)

(A) the administrator of the RFR or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the RFR is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the RFR;

(ii) the administrator of the RFR publicly announces that it has ceased or will cease, to provide the RFR permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the RFR;

(iii) the supervisor of the administrator of the RFR publicly announces that the RFR has been or will be permanently or indefinitely discontinued;

(iv) the administrator of the RFR or its supervisor announces that the RFR may no longer be used;

(c) the administrator of the RFR (or the administrator of an interest rate which is a constituent element of the RFR) determines that the RFR should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Obligors) temporary; or

(ii) the RFR is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the “Rate Contingency Period” in the Compounded Rate Terms; or

(d) in the opinion of the Majority Lenders and the Obligors, the RFR is otherwise no longer appropriate for the purposes of calculating interest under this Agreement;

(e) in the opinion of the Majority Lenders and the Obligors, Term SOFR has been recommended for use by a Relevant Nominating Body, is available for each Interest Period and is appropriate for the purposes of calculating interest under this Agreement.

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Reference Rate means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for the RFR by:

(i) the administrator of the RFR (provided that the market or economic reality that such reference rate measures is the same as that measured by the RFR); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Obligors, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the RFR; or

(c) in the opinion of the Majority Lenders and the Obligors, an appropriate successor to the RFR.

Term SOFR means, with respect to any Loan for any Interest Period, the forward-looking term rate for a period comparable to such Interest Period based on SOFR that is published by an information service that publishes such rate from time to time as selected by the Majority Lenders in their reasonable discretion at approximately a time and as of a date prior to the commencement of such Interest Period determined by the Majority Lenders in their reasonable discretion in a manner substantially consistent with market practice.

Other exceptions

41.6 An amendment or waiver which relates to the rights or obligations of the Agent, the Security Agent or the Arrangers in their respective capacities as such (and not just as a Lender) may not be effected without the consent of the Agent, Security Agent or the Arrangers (as the case may be).

41.7 Notwithstanding clauses 41.1 to 41.4 (inclusive), the Agent may make technical amendments to the Finance Documents arising out of manifest errors on the face of the Finance Documents, where such amendments would not prejudice or otherwise be adverse to the interests of any Finance Party without any reference or consent of the Finance Parties.

Releases

41.8 Except with the approval of the Lenders or for a release which is expressly permitted or required by the Finance Documents (including, without limitation, as referred to in clause 41.3(o) (*All lender matters*), the Agent shall not have authority to authorise the Security Agent to release:

(a) any Charged Property from the security constituted by any Security Document; or

(b) any Obligor from any of its guarantee or other obligations under any Finance Document.

Hedging

41.9 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 41 (*Amendments and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with any Hedging Provider in connection with the Facilities.

41.10 **Disenfranchisement of Borrower, Parent and their Affiliates**

(a) For so long as the Borrower, Parent or its Affiliate (i) beneficially owns a Commitment or (ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated:

(i) in ascertaining:

(A) the Majority Lenders; or

(B) whether:

(1) any relevant percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or

(2) the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents,

such Commitment shall be deemed to be zero and that Borrower, Parent or its Affiliate or the person with whom it has entered into that sub-participation, other agreement or arrangement shall be deemed not to be Lender for the purposes of paragraphs (A) and (B) above.

(b) Each of the Borrower, Parent or their Affiliate that is a Lender agrees that:

(i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

(ii) in its capacity as Lender, unless the Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the other Lenders.

(c) For the purposes of this clause 41.10, each Lender shall promptly notify the Agent in writing of any proposed or actual sub-participation or that such Lender intends to enter into, or has entered into, any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of any Commitment or amount outstanding under this Agreement and the identity of any sub-participant (a **Notifiable Transaction**). A Lender shall promptly notify the Agent if a Notifiable Transaction to which it is a party is terminated or ceases to be with the Borrower, Parent or its Affiliates.

42 Confidentiality

Confidential Information

42.1 Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 42.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

42.2 Any Finance Party may disclose:

(a) to any of its Affiliates, head offices, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Facilities and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as that Finance Party shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by any Finance Party or by a person to whom paragraphs (b) (i) or (b) (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under clause 31.56 (*Relationship with the Lenders and Hedging Providers*));

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b) (i) or (ii) above;

(v) to whom information is required or requested or where it is considered by a Finance Party to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi-government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrower; or

(ix) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to clause 29.19 (*Security over Lenders' rights*).

(i) in each case, such Confidential Information as that Finance Party shall consider appropriate;

(c) to any service provider or any person appointed by that Finance Party (whether in Singapore or outside Singapore) or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter-terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with that Finance Party or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the relevant Finance Party or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(f) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person whom that Finance Party believes in good faith to be an authorised signatory of the Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor; and

(g) such Confidential Information as that Finance Party shall acting reasonably consider appropriate to any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act (Chapter 19) of Singapore which sets out, inter alia, the persons to whom customer information may be disclosed.

Entire agreement

42.3 This clause 42 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

42.4 Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

42.5 Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 42.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 42 (*Confidentiality*).

Continuing obligations

42.6 The obligations in this clause 42 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of twelve (12) months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which such Finance Party otherwise ceases to be a Finance Party.

Publication

42.7 Each Finance Party agrees that it will not make any public announcement, comment or statement about their arrangement or participation in the Facilities without the prior written consent of the Borrower, save that following the first Utilisation Date, the Agent and/or any Lender may disclose the Borrower's name, it's commitments and roles hereunder and any other information already in the public domain without the Borrower's consent.

42.8 Clause 42.2 above is not and shall not be deemed to constitute, an express or implied agreement by any Finance Party with any Obligor for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Singapore Banking Act (Chapter 19).

Personal Data Protection Act

42.9 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations (including, without limitation, the Personal Data Protection Act 2012 of Singapore (the **PDPA**)), prior to the disclosure of any Personal Data to a Finance Party, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to a Finance Party to allow that Finance Party to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to a Finance Party has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify that Finance Party thereof and promptly provide to that Finance Party with the updated Personal Data.

For the purposes of this clause 42.9:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/ her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and any Finance Party;

Personal Data shall have the meaning given to it in the PDPA;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction; and

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Finance Parties applying to the Transaction; and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Finance Parties, including the exercise of all rights, remedies and powers of or by the Finance Parties, as contemplated under the Agreement and the other Finance Documents.

43 Confidentiality of Funding Rates

43.1 Confidentiality and disclosure

(a) The Agent and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by clauses 43.1(b) and (c).

(b) The Agent may disclose:

(i) any Funding Rate to the Borrower pursuant to clause 8.7 (Notification of rates of interest); and

(ii) any Funding Rate to any person appointed by it to provide administration services in respect of one or more of the Finance Documents to the extent necessary to enable such service provider to provide those services if the service provider to whom that information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Agent and the relevant Lender.

(c) The Agent and each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this clause 43.1(c)(i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Agent or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the relevant Lender.

43.2 **Related obligations**

(a) The Agent and each Obligor acknowledge that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Agent and each Obligor undertake not to use any Funding Rate for any unlawful purpose.

(b) The Agent and each Obligor agree (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to clause 43.1(c)(ii) (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this clause 43.

43.3 **No Event of Default**

No Event of Default will occur under clause 28.8 (*Other obligations*) by reason only of an Obligor's failure to comply with this clause 43.

44 Counterparts

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

45 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each Obligor acknowledges and accepts that any liability of any Party (except Standard Chartered Bank (Singapore) Limited to the extent permitted by law) to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12 - Governing Law and Enforcement

46 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

47 Enforcement

Jurisdiction of Singapore courts

47.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

47.2 The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

47.3 Clauses 47.1 and 47.2 are for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

Service of process

47.4 Without prejudice to any other mode of service allowed under any relevant law, the Parent:

(a) irrevocably appoints the Borrower as its Singapore process agent as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	Hafnia Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (or equivalent, if any)	201510759D
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	The Borrower
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Address for service of notices	c/o Hafnia Pte. Ltd., 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Lenders and Arrangers

Name	BNP Paribas
Facility Office, address, fax number and attention details for notices	For Credit Matters: Name: Matthew FORREST / Cheryl YEO / Eileen NG / Wai Yee KONG / Aaron LI Address: 10 Collyer Quay, #34-01 Ocean Financial Centre, Singapore 049315 Telephone: +65 6210 1336 / +65 6210 1802 / +65 6210 1509 / +65 6210 1638 Telefax: +65 61210 1506 E-mail: matthew.forrest@asia.bnpparibas.com cheryl.yeo@asia.bnpparibas.com eileen.ng@asia.bnpparibas.com waiyee.kong@asia.bnpparibas.com aaron.li@asia.bnpparibas.com For Operations/Administration: Name: Client Management – Loan Services / Mei Ling LEE / Serene Y Tan Address: 10 Collyer Quay, #33-01, Ocean Financial Centre, Singapore 049315 Telephone: +65 6461 2802 Telefax: +65 6210 4535 E-mail: clm_ops_loan_services_singapore@asia.bnpparibas.com meiling.lee@asia.bnpparibas.com serene.y.tan@asia.bnpparibas.com eileen.ng@asia.bnpparibas.com
Tranche A Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000

Name	United Overseas Bank Limited
Facility Office, address, fax number and attention details for notices	**Credit Matters:** Name: United Overseas Bank Limited Corporate Banking Singapore Address: 1 Raffles Place, One Raffles Place, #23-61 Tower 2, Singapore 048616 Contact person: Chen Kaini / Esther Kwa Telephone: +65 6922 7338 / +65 6922 7371 Email: Chen.Kaini@UOBGroup.com / Esther.KwaPG@UOBGroup.com **Operations/Administrations:** Name: United Overseas Bank Limited Corporate Banking Singapore – Client Fulfilment Services Address: 1 Raffles Place, One Raffles Place, #25-61 Tower 2, Singapore 048616 Contact person: Ms. Nor Azlinda Khalid / Ms Candice Tay Telephone: +65 6598 3088 / +65 6598 3095 Telefax: +65 6538 4945 E-mail: NorAzlinda.Khalid@UOBgroup.com / Candice.TayST@UOBgroup.com / UOBGWBClientService@UOBgroup.com **Payment Instructions** Currency : USD Correspondent bank name / SWIFT / Sort Code The BANK OF NEW YORK MELLON – NEW YORK / IRVTUS3N Beneficiary name /SWIFT / Sort Code UNITED OVERSEAS BANK LIMITED /UOVBSGSG Beneficiary IBAN/Account Number 8033309539 Payment Reference: Payment Details : Quote “Ref Hafnia Pte Ltd Loans/Interest payment - Attn : Chen Kaini /Nor Azlinda” Unquote
Tranche A Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000

Name	SG Corporate Finance (Hong Kong) Limited
Facility Office, address, fax number and attention details for notices	Contact details: Attention: Franck FODVO DONGUETSOP / Renee TSAO / OPER/FIN London Email: franck.fodvo-donguetsop@sgcib.com; renee.tsao@sgcib.com; lon-oper-fin-tda@sgcib.com Address: SG House, 41 Tower Hill, London, EC3N 4SG, UK Telephone No.: +44 20 7676 7450; +44 20 7676 6954 Fax No.: +44 0207 676 6661 Account details for payments: Account holder: SG CORPORATE FINANCE (HONG KONG) LIMITED Account name: SG CORPORATE FINANCE (HONG KONG) LIMITED Account number: 19028269 Account-holding bank BIC: SOGEGB2LLON IBAN: GB43SOGE23639119028269 Correspondent bank SWIFT: SOGEUS33
Tranche A Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000

Name	Nordea Bank Abp, filial i Norge
Facility Office, address, fax number and attention details for notices	Essendrops gate 7, 0368 Oslo, Norway Fax: None Attention: International Shipping & Offshore, Henrik Trulsen and Anna Cecilie Ribe Email: henrik.trulsen@nordea.com and anna.cecilie.ribe@nordea.com For loan administration: Essendrops gate 7 N-0368 Oslo, Norway Fax No: None Attention: Structured Loan Services Email: Sls.Norway@nordea.com
Tranche A Term Loan Facility Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000
Revolving Credit Facility Commitment ($) (as at the Effective Date)	$35,000,000
Total:	$71,100,000

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Contact – Credit Matters: Name: Angeline Teo / Clara Lim / Lam Wai Kay / Jereyn Lim Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 8708 / 6530 7310 / 6530 4988 / 6530 6674 Telefax: (+65) 6536 9327 E-mail: AngelineTeo@ocbc.com / ClaraLim@ocbc.com / waikaylam@ocbc.com / jereynlim@ocbc.com Contact – Operations/Administrations: Name: Kathy Ho / Ong Chui Lan / Loh Lay Hoon Address: 65 Chulia Street, #10-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6530 1595 / 6530 4202 / 6722 2391 Telefax: (+65) 6536 6449 / 6536 9327 E-mail: HoMLKathy@ocbc.com / OngChuiLan@ocbc.com / LohLH@ocbc.com Payment Instructions: US$ Pay to (Name of Bank): JPMorgan Chase Bank, New York Swift Code: CHASUS33 Account No: 0011746047 Account Name: Oversea-Chinese Banking Corporation Limited, Singapore Swift Code: OCBCSGSG Chips UID: 010275 Reference: Being payment for…… - Hafnia Pte. Ltd.
Tranche A Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, fax number and attention details for notices	Marina Bay Financial Centre (Tower 1), 8 Marina Boulevard, Level 26, Singapore 018981 Fax – +65 2868 3421 Attention: Amy Chow / Lynette Chee (xiulinglynette.chee@sc.com) / LOANS PROCESSING UNIT / Mick Prasatsak and Michelle Chong of International Corporates PAYMENT INSTRUCTIONS: US$ SCB'S USD AGENT: STANDARD CHARTERED BANK, NEW YORK SWIFT CODE: SCBLUS33XXX BENEFICIARY BANK: STANDARD CHARTERED BANK, SINGAPORE SCB SINGAPORE'S ACCOUNT NO: 3582 088503 001 SCB SINGAPORE'S SWIFT CODE: SCBLSGSG ATTN: LOANS PROCESSING UNIT / VIVIEN LOW AND MICHELLE CHONG OF CORPORATE AND INSTITUTIONAL BANKING
Tranche A Commitment ($)	$33,600,000
Tranche B Commitment ($)	$2,500,000
Term Loan Facility Commitment:	$36,100,000
Revolving Credit Facility Commitment ($) (as at the Effective Date)	$35,000,000
Total:	$71,100,000

The Hedging Providers

Name	BNP Paribas
Facility Office, address, fax number and attention details for notices	Name: Mark H LIM / Simon S NG Address: 10 Collyer Quay, #34-01, Ocean Financial Centre, Singapore 049315 Telephone: +65 6210 3329 / +852 2909 8882 Telefax: +65 6210 3382 E-mail: mark.h.lim@asia.bnpparibas.com; simon.s.ng@asia.bnpparibas.com

Name	United Overseas Bank Limited
Facility Office, address, fax number and attention details for notices	Name: Chen Kaini / Esther Kwa / Marc Wang / Vincent Lee Address: 1 Raffles Place, One Raffles Place, #23-61 Tower 2, Singapore 048616 Telephone: +65 6922 7338 / +65 6922 7371 / +65 6709 8832 Email: Chen.Kaini@UOBGroup.com/Esther.KwaPG@UOBGroup.com / Marc.WangH@UOBgroup.com / Vincent.LeeLH@UOBgroup.com

Name	Societe Generale
Facility Office, address, fax number and attention details for notices	Name: Head of Risk Department (RISQ/DIR) Address: Tour Societe Generale, RISQ, 189 rue d'Aubervilliers, 75886 Paris Cedex 18, France With copy to: Address: 52, Place de l'Elipse, Paris La Defence 7, France E-mail: samuel.henry@sgcib.com / martin.verdier@sgcib.com /sebastien.bruneau@sgcib.com Fax: +852 2523 4871

Name	Nordea Bank Abp
Facility Office, address, fax number and attention details for notices	**Contact – Credit Matters:** Name: Henrik Trulsen / Anna K. Simensen Address: Essendrops gate 7 0368 Oslo Norway E-mail: henrik.trulsen@nordea.com anna.kverneland@nordea.com **Contact – Operations/Administrations:** Name: Structured Loan Operations Address: Essendrops gate 7 0368 Oslo Norway E-mail: SLS.Norway@nordea.com

Name	Oversea-Chinese Banking Corporation Limited
Facility Office, address, fax number and attention details for notices	Name: Ho Mee Yan Address: 65 Chulia Street, #16-00 OCBC Centre, Singapore 049513 Telephone: (+65) 6349 1888 Telefax: (+65) 6535 3768 E-mail: homy@ocbc.com

Name	Standard Chartered Bank (Singapore) Limited
Facility Office, address, fax number and attention details for notices	Attention: Winnie Wong / Alexandra Lombard Address: 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 18, Singapore 018981 / 8 Marina Boulevard, Marina Bay Financial Centre Tower 1, Level 20, Singapore 018981 Telephone: +65 65578125/ +65 65578220 Telefax: - E-mail: Winnie-WS.Wong@sc.com / Alexandra.Lombard@sc.com

The Agent

Name	Nordea Bank Abp, filial i Norge	
Facility Office, address, fax number and attention details for notices	Address:	Essendrops gate 7, NO-0368 Oslo, Norway
	Fax:	None
	Attention:	Loan Agency Team
	Email:	agency.soosid@nordea.com

The Security Agent

Name	Nordea Bank Abp, filial i Norge	
Facility Office, address, fax number and attention details for notices	Address:	Essendrops gate 7, NO-0368 Oslo, Norway
	Fax:	None
	Attention:	Agency Team
	Email:	agency.soosid@nordea.com

Schedule 2
Ship information

Ship 1

Hull No.:	"Hafnia Despina" (formerly "BW Despina" and Daehan hull number H5021)
Builder:	Daehan Shipbuilding Co., Ltd.
Builder's registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	22 January 2019
Last Availability Date (Ship Commitment):	8 October 2019
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd's Register

Ship 2

Hull No.:	"BW Galatea" and Daehan hull number H5022 (to be renamed "Hafnia Galatea")
Builder:	Daehan Shipbuilding Co., Ltd.
Builder's registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	4 March 2019
Last Availability Date (Ship Commitment):	6 December 2019
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd's Register

Ship 3

Hull No.:	"BW Larissa" and Daehan hull number H5023 (to be renamed "Hafnia Larissa")
Builder:	Daehan Shipbuilding Co., Ltd.
Builder's registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	8 April 2019
Last Availability Date (Ship Commitment):	5 February 2020
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd's Register

Ship 4

Hull No.:	“BW Neso” and Daehan hull number H5024 (to be renamed “Hafnia Neso”)
Builder:	Daehan Shipbuilding Co., Ltd.
Builder’s registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	31 July 2019
Last Availability Date (Ship Commitment):	6 April 2020
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd’s Register

Ship 5

Hull No.:	"BW Thalassa" and Daehan hull number H5025 (to be renamed "Hafnia Thalassa")
Builder:	Daehan Shipbuilding Co., Ltd.
Builder's registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	30 September 2019
Last Availability Date (Ship Commitment):	6 June 2020
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd's Register

Ship 6

Hull No.:	"BW Triton" and Daehan hull number H5026 (to be renamed "Hafnia Triton")
Builder:	Daehan Shipbuilding Co., Ltd.
Builder's registered office:	498, Joseonso-gil, Hwawon-myeon, Haenam-gun, Jeollanam-do, Korea
Owner:	BW Aldrich Pte. Ltd.
Delivery Date:	4 October 2019
Last Availability Date (Ship Commitment):	8 August 2020
Date and description of Building Contract:	Shipbuilding contract dated 22 June 2017 between BW LR2 Pte. Ltd. (as original owner) and the Builder as novated to the Owner pursuant to a novation agreement dated 7 December 2018 between BW LR2 Pte. Ltd. (as original owner), the Owner (as new owner) and the Builder
Contract Price:	$44,200,000
Ship Commitment:	$33,600,000
Ship Scrubber Commitment:	$2,500,000
Flag state:	Singapore
Size:	115,000 DWT
Vessel Type:	LR2
Estimated FMV (as of end of September 2018):	$49,000,000
Approved Classification Society:	Lloyd's Register

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the first Utilisation Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Conditions precedent to any Utilisation

1 Obligors' corporate documents

(a) A copy of the Constitutional Documents of each Obligor.

(b) A copy of a resolution of the board of directors (as the case may be) of each Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.

(g) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the Original Lenders:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Agent.

(b) A legal opinion of the legal advisers to the Agent in each jurisdiction in which an Obligor is incorporated in the agreed form as approved by the Agent.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 47.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Agent considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements.

(d) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clauses 11.5 to 11.8 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

(e) If relevant, an assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Building Contract

A copy, certified by an authorised signatory to be a true and complete copy, of the Building Contract.

5 Group Structure

A copy of the group structure chart for the Group (or if the Merger has not occurred, a copy of the intended group structure following the Merger and an overview of the steps involved in the Merger).

6 "Know your customer" information

Such documentation and information as any Finance Party may reasonably request through the Agent to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to that Finance Party.

7 Hedging Master Agreements

If the Borrower enters into any hedging arrangements with a Hedging Provider on or prior to a Utilisation Date, evidence that the Hedging Master Agreements have been executed by the Borrower and each applicable Hedging Provider.

Part 2

Conditions precedent for each Ship Commitment

1 Corporate documents

If there is a delay of more than one (1) month between the provision of the conditions in Part 1 of this Schedule 3 and the conditions in Part 2 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed on or before the Delivery of the relevant Ship (or the relevant first Utilisation Date) certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Security

(a) The undated Mortgage and the Deed of Covenant in respect of the relevant Ship duly executed by the Owner.

(b) The undated Shipowner Guarantee in respect of the relevant Ship duly executed by the Owner.

(c) Any undated Manager's Undertaking in respect of the relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any undated Insurance Undertaking in respect of the relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed undated notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

3 Legal opinions

The following legal opinions, each addressed to the Agent and capable of being relied upon by the Original Lenders:

(a) An agreed form legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, substantially in the form approved by the Agent in relation to Security Documents.

(b) An agreed form legal opinion of the legal advisers to the Agent in each jurisdiction in which a relevant Obligor is incorporated and/or which is or is to be the Flag State of the relevant Ship, substantially in the form approved by the Agent.

4 Insurance

In relation to the relevant Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Agent on such Insurances;

(b) evidence that such Insurances have or will be been placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

5 Value of security

Valuations for the relevant Ship obtained (not more than forty five (45) days before the relevant Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

6 Delivery under Building Contract

Agreed forms of the builder's certificate and any bill of sale conveying title to the relevant Ship to the Owner and the protocol of delivery and acceptance and commercial invoice required under the relevant Building Contract.

7 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clauses 11.5 to 11.8 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the relevant Utilisation Date.

8 Environmental matters

Evidence of the relevant Ship's certificate of financial responsibility issued pursuant to the United States law.

9 Management Agreement

Where a manager of the relevant Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an authorised signatory to be a true and complete copy, of the agreement between the Owner and the manager relating to the appointment of the manager.

10 Other conditions

A copy of any other document, authorisation, opinion or assurance which the Agent reasonably considers to be necessary or desirable (if it has notified the Borrower accordingly within a reasonable period of time) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Part 3

Conditions precedent on Delivery

1 Delivery and registration of Ships

Evidence that the relevant Ship:

(a) is or will be on the applicable Delivery Date legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is on the applicable Delivery Date classed with the relevant Classification of the relevant Approved Classification Society free of all requirements and recommendations which are not overdue, such evidence being the classification certificate for the relevant Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

2 Mortgage registration

Evidence that the Mortgage in respect of the relevant Ship is or will be registered on the applicable Delivery Date against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

3 ISM and ISPS Code

Copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of the relevant Ship for the purposes of that code;

(b) the safety management certificate in respect of the relevant Ship issued in accordance with the ISM Code (or evidence that such certificate is to be issued shortly after the relevant Delivery Date);

(c) the international ship security certificate in respect of the relevant Ship issued under the ISPS Code (or evidence that such certificate is to be issued shortly after the relevant Delivery Date); and

(d) if so requested by the Agent with the Agent providing reasonable prior written notice prior to the relevant Utilisation Date, any other certificates issued under any applicable code required to be observed by the relevant Ship or in relation to its operation under any applicable law.

4 Delivery under Building Contract and to the Owner

(a) Evidence that the full Contract Price of the relevant Ship (as adjusted in accordance with its Building Contract) will have been paid by the relevant Delivery Date and that the Builder will not have any lien or other right to detain the ship on its Delivery.

(b) The original or a copy, certified by an authorised signatory to be a true and complete copy, of the builder's certificate and any bill of sale conveying title to the relevant Ship to the Owner and the protocol of delivery and acceptance and commercial invoice required under the relevant Building Contract.

5 Security

(a) The dated Mortgage and the Deed of Covenant in respect of the relevant Ship duly executed by the Owner.

(b) The dated Shipowner Guarantee in respect of the relevant Ship duly executed by the Owner.

(c) Any dated Manager's Undertaking in respect of the relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any dated Insurance Undertaking in respect of the relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed dated notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

Part 4

Conditions precedent for each Ship Scrubber Commitment

Scrubber Contract

1. A copy, certified by an authorised signatory to be a true and complete copy of the relevant Scrubber Contract.

Scrubber installation

2. Copies certified by an authorised signatory of the following documents:

(a) the relevant protocol of acceptance signed by the Owner and the Scrubber Contractor upon the satisfactory testing of the Scrubber by the Scrubber Contractor following completion of the relevant installation works; and

(b) the relevant scrubber certificates (as may be referred to in the relevant Scrubber Contract) issued by the Approved Classification Society following to the testing carried out by the Scrubber Contractor upon completion of the works of preparing, installing and testing the relevant open loop, hybrid ready, scrubber system and also in compliance with the Approved Flag State's regulatory authorities requirements as more particularly described in the relevant Scrubber Contract and in the relevant attachments and appendices thereto, to confirm that the aforementioned Scrubber complies with the International Maritime Organisation Marpol Annex VI regulation.

Value of security

3. Valuations for the relevant Ship obtained (not more than forty five (45) days before the relevant Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

Part 5

Conditions subsequent for each Ship Commitment

1 Company registrations

Within thirty (30) days of each Delivery Date, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of each Delivery Date, issuance of the following further legal opinions:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Agent on matters of English law, substantially in the form approved by the Agent in relation to Security Documents.

(b) A legal opinion of the legal advisers to the Agent in each jurisdiction in which a relevant Obligor is incorporated and/or which is or is to be the Flag State of the relevant Mortgaged Ship(s), addressed to the Agent substantially in the form approved by the Agent.

3 Certificates

Within five (5) Business Days of each Delivery Date, copies of:

(a) the safety management certificate in respect of the relevant Ship issued in accordance with the ISM Code;

(b) the international ship security certificate in respect of the relevant Ship issued under the ISPS Code; and

(c) any other certificates that were to be provided to the Agent pursuant to paragraph 3(d) of Part 3 of this Schedule 3 and which were issued shortly after the relevant Delivery Date.

4 Insurances

Within ten (10) Business Days of each Delivery Date, copies of:

(a) the issued opinion from insurance consultants appointed by the Agent on such Insurances; and

(b) the issued letters of undertaking in favour of the Security Agent in an approved form in relation to the Insurances.

Schedule 4
Utilisation Request

From: Hafnia Pte. Ltd.

To: Nordea Bank Abp, filial i Norge

Dated: []

Dear Sirs

$286,600,000 Facility Agreement dated 10 January 2019, as amended and restated (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow [the Ship [1][2][3][4][5][6] Advance]/[a Ship [1][2][3][4][5][6] Scrubber Advance]/[a Revolving Credit Facility Loan] on the following terms:

Proposed Utilisation Date:	[] (or, if that is not a Business Day, the next Business Day)
Amount:	$[]

3 We confirm that each condition specified in clause 4.8 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this [Tranche A Advance][Tranche B Advance][Revolving Credit Facility Loan] is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [].

5 We confirm that we will use the proceeds of this [Tranche A Advance][Tranche B Advance] [Revolving Credit Facility Loan] for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The [first] Interest Period for the said [Tranche A Advance][Tranche B Advance][Revolving Credit Facility Loan] shall end on a Quarter Date, being [state Quarter Date], in accordance with clause 9.5 (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

.....

authorised signatory for

Hafnia Pte. Ltd.

Schedule 5
Form of Transfer Certificate

To: Nordea Bank Abp, filial i Norge as Agent

From: [**The Existing Lender**] (the **Existing Lender**) and [**The New Lender**] (the **New Lender**)

Dated:

$286,600,000 Facility Agreement dated 10 January 2019 as amended by a letter dated 28 September 2020 and as further **amended and restated by an amendment and restatement agreement dated [] 2022** (**the "Agreement"**)

1 We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.

2 [***In the case of transfer by novation:*** The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation in accordance with Clause 29.17 (*Procedure for transfer*) all or part of the Existing Lender's Commitment specified in the Schedule and/or all or part of the Existing Lender's Loan(s) specified in the Schedule, in each case together with related rights and obligations.]

[***In the case of transfer by assignment:*** We refer to clauses 29.12 to 29.16 (*Procedure for assignment*):

(a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement as specified in the Schedule.

(b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment(s) and participations in the Loans under the Agreement specified in the Schedule.

(c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.]

3 The proposed Transfer Date is [].

4 The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 37.2 (*Addresses*) are set out in the Schedule.

5 The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in clauses 29.9 to 29.11 (*Limitation of responsibility of Existing Lenders*).

6 For the purposes of clause 12.26 (*Lender Status Confirmation*) of the Agreement, the New Lender confirms that it [is not a Qualifying Lender][is a Qualifying Lender (other than a Treaty Lender)][is a Treaty Lender].

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

8 This Transfer Certificate and any non-contractual obligations connected with it are governed by English law.

9 This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not assign a proportionate share of the Existing Lender's interest in the Security Documents in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Security Documents in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule
Rights to be assigned and obligations to be released and undertaken

[insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments.]

[Existing Lender] [New Lender]

By: By:

This is accepted by the Agent as a Transfer Certificate and the Transfer Date is confirmed as [].

Signature of this Transfer Certificate by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

Schedule 6
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Nordea Bank Abp, filial i Norge as Agent

From: [Hafnia Limited] as Parent

Dated: []

Dear Sirs

$286,600,000 Facility Agreement dated 10 January 2019 as amended by a letter dated 28 September 2020 and as further **amended and restated by an amendment and restatement agreement dated [] 2022 (the "Agreement")**

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was []% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[] on the last day of the most recently-elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[] on the last day of the most recently elapsed fiscal half year (being equal to or greater than [$40,000,000][$60,000,000]).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

[HAFNIA LIMITED]

Form of Compliance Certificate – Part B

To: Nordea Bank Abp, filial i Norge as Agent

From: [Hafnia Limited] as Parent

Dated: []

Dear Sirs

$286,600,000 Facility Agreement dated 10 January 2019 as amended by a letter dated 28 September 2020 and as further **amended and restated by an amendment and restatement agreement dated [] 2022 (the "Agreement")**

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (*Valuation frequency*) and clause 25.12 (*Security shortfall*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (*Security shortfall*) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (*Valuation frequency*) of the Agreement.

Signed by:

……

[Authorised Signatory] [Chief Financial Officer]

[HAFNIA LIMITED]

Schedule 7
Compounded Rate Terms

Cost of funds as a fallback

Cost of funds will apply as a fallback.

Definitions

Break Costs: None specified.

Business Day Conventions (clauses 9.9 and 9.10(*Non-Business Days*)):

(a) If any period is expressed to accrue by reference to a month or any number of months then, in respect of the last month of that period:

(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Central Bank Rate:

(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or

(b) if that target is not a single figure, the arithmetic mean of:

(i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment:

In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the mean (calculated by the Agent, or by any other Finance Party which agrees to do so in place of the Agent) of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available excluding the days with the highest (and, if there is more than one highest spread, only one of those highest spreads) and lowest spreads (or, if there is more than one lowest spread, only one of those lowest spreads) to the Central Bank Rate.

For this purpose, "Central Bank Rate Spread" means in relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Agent (or by any other Finance Party which agrees to do so in place of the Agent) of:

(a) the RFR for that RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

Credit Adjustment Spread:

(a) In relation to Tranche A and Tranche B, 0.23%. (b) In relation to the Revolving Credit Facility, 0.14%

Daily Rate:

The "**Daily Rate**" for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than 5 RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to five decimal places and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period: Five RFR Banking Days.

Market Disruption Rate: The percentage rate per annum which is the aggregate of:

(a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Loan; and

(b) the applicable Credit Adjustment Spread.

Relevant Market: The market for overnight cash borrowing in US dollars collateralised by US Government securities.

Reporting Day: The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

RFR: The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

RFR Banking Day: Any day other than:

(a) a Saturday or Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

Rate Contingency Period: 30 days.

Reporting Times

Deadline for Lenders to report market disruption in accordance with clause 10.2 (*Market disruption*)	Close of business in Oslo on the Reporting Day for the relevant Loan.
Deadline for Lenders to report their cost of funds in accordance with clause 10.3 (*Cost of funds*)	Close of business on the date falling 2 Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling 3 Business Days before the date on which interest is due to be paid in respect of the Interest Period for the relevant Loan).

Schedule 8
Daily Non-Cumulative Compounded RFR Rate

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "**i**" during an Interest Period for a Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_t - UCCDR_{t-1}) \times \frac{dcc}{n_t}$$

where:

UCCDR$_i$ means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";

UCCDR$_{i-1}$ means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n$_i$**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Finance Party performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_t}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn$_i$**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day; "**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1 + \frac{DailyRate_{i-LP} \times n_i}{dcc}\right) - 1\right] \times \frac{dcc}{tn_i}$$

where:

"**d$_0$**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to d0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRate$_{i\text{-}LP}$**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n$_i$**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**tn$_i$**" has the meaning given to that term above.

Schedule 9
Cumulative Compounded RFR Rate

The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Schedule 8 (*Daily Non-Cumulative Compounded RFR Rate*) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

where:

"**d_0**" means the number of RFR Banking Days during the Interest Period;

"**i**" means a series of whole numbers from one to d0, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"**$DailyRate_{i\text{-}LP}$**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "**i**";

"**n_i**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"**d**" means the number of calendar days during that Interest Period.

Schedule 2
Effective Date Notice

To:	Hafnia Pte. Ltd.
From:	Nordea Bank Abp, filial I Norge (as Agent)
Dated:	[] 2022

Dear Sirs

Facility agreement dated 10 January 2019, as amended and restated by the amendment and restatement agreement dated [] 2022 (the Agreement)

1. We refer to the Agreement, to which you and we are party. Words and expressions defined in the Agreement shall have the same meanings when used herein.

2. We hereby confirm that the conditions precedent set out in clause 6 of the Agreement have been satisfied or waived.

3. We hereby confirm that the Effective Date is the date of this Notice as shown above.

Yours faithfully

……..……

For and on behalf of

Nordea Bank Abp, filial I Norge

(as agent for the Finance Parties)

SIGNATURES

THE BORROWER

HAFNIA PTE. LTD.

By: 
Petrus Wouter Van Echtelt
Director

THE PARENT

HAFNIA LIMITED

By: 
Petrus Wouter Van Echtelt

THE ARRANGERS

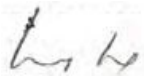
THE ARRANGERS

BNP PARIBAS

By: 
Fabien Billaud
Vice President


Jessica KANG
Head of Real Estate, South East Asia
Investment Banking Asia-Pacific

UNITED OVERSEAS BANK LIMITED

By: 
Kong Seh Sin
Managing Director
Corporate Banking Singapore

SG CORPORATE FINANCE (HONG KONG) LIMITED

By: 

NORDEA BANK ABP, FILIAL I NORGE

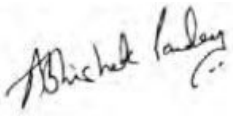
By: Zara Ann Loh
Attorney-in-Fact



OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: 
Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

By: 

THE FACILITY CO-ORDINATOR

NORDEA BANK ABP, FILIAL I NORGE

By: Zara Ann Loh
Attorney-in-Fact 

THE AGENT

NORDEA BANK ABP, FILIAL I NORGE

By: Zara Ann Loh
Attorney-in-Fact 

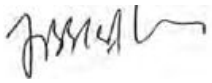
THE SECURITY AGENT

NORDEA BANK ABP, FILIAL I NORGE

By: Zara Ann Loh
Attorney-in-Fact 

THE LENDERS

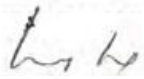
BNP PARIBAS

By:  

Fabien Billaud
Vice President

Jessica KANG
Head of Real Estate, South East Asia
Investment Banking Asia-Pacific

UNITED OVERSEAS BANK LIMITED

By: 

Kong Seh Sin
Managing Director
Corporate Banking Singapore

SG CORPORATE FINANCE (HONG KONG) LIMITED

By:  

NORDEA BANK ABP, FILIAL I NORGE

By: Zara Ann Loh
Attorney-in-Fact

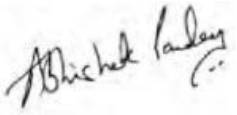


OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: 

Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

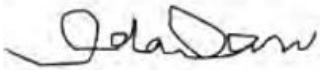
STANDARD CHARTERED BANK (SINGAPORE) LIMITED



By: _____

THE HEDGING PROVIDERS

BNP PARIBAS

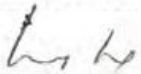
By: 

Wan Man Yan
Authorised Signatory



Yip Kei Yan Grace
Authorised Signatory

UNITED OVERSEAS BANK LIMITED

By: 

Kong Seh Sin
Managing Director
Corporate Banking Singapore

SOCIETE GENERALE

By:



Antoine Jacquemin
Deputy Head of
Corporate Sales
Western Europe

NORDEA BANK ABP

By: Zara Ann Loh
Attorney-in-Fact



OVERSEA-CHINESE BANKING CORPORATION LIMITED

By: 

Lisa Fung
Head
Wholesale Corporate Marketing
OCBC Bank

STANDARD CHARTERED BANK (SINGAPORE) LIMITED

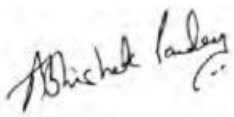
By: 

Exhibit 4.12

Confidential

Execution version

Dated 20 January 2023

HAFNIA POOLS PTE. LTD.

as Borrower

and

HAFNIA LIMITED

as Guarantor

and

CITIBANK N.A., SINGAPORE BRANCH

as Lender

UP TO USD175,000,000

UNCOMMITTED BORROWING BASE FACILITY AGREEMENT

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 20 January 2023 and made between:

(1) **HAFNIA POOLS PTE. LTD.**, a company incorporated in Singapore with company registration number 201412492D as borrower (the **Borrower**);

(2) **HAFNIA LIMITED**, an exempted company limited by shares incorporated in Bermuda with registration number 49023 as guarantor (the **Guarantor**); and

(3) CITIBANK N.A., SINGAPORE BRANCH as lender (the **Lender**).

NOW IT IS HEREBY AGREED as follows:

Section 1

Interpretation

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

Advance Rate has the meaning given to that term in clause 19 (*Borrowing Base*)

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Anti-Corruption Law means all applicable laws, rules and regulations from time to time concerning or relating to bribery or corruption including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Prevention of Corruption Act 1960 of Singapore and other similar anti-bribery and corruption laws of the United States, members of the European Union and the United Kingdom

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Availability Period means the period from and including the date of this Agreement to and including 30 June 2023, or such later date as extended pursuant to clause 2.2 (*Extension*)

Available Amount means the Facility Amount minus:

(a) the amount of the outstanding Loan; and

(b) in relation to any proposed Loan, the amount of any Loan that is due to be made available on or before the proposed Utilisation Date,

other than the amount of any Loan that is due to be repaid or prepaid on or before the proposed Utilisation Date

Base Rate means, for any relevant day during any Interest Period, the one month Term SOFR for that Interest Period, provided that if for whatever reason the Base Rate for any Interest Period is less than zero, the Base Rate for any relevant day during that Interest Period shall be zero

BB Shortfall has the meaning given to that term in clause 7.3 (*Mandatory prepayment – Borrowing Base*)

BB Shortfall Remedy Period has the meaning given to that term in clause 7.3 (*Mandatory prepayment – Borrowing Base*)

Borrowing Base has the meaning given to that term in clause 19 (*Borrowing Base*)

Borrowing Base Amount of Receivable has the meaning given to that term in clause 19.2 (*Calculation of the Borrowing Base*)

Borrowing Base Calculation Date has the meaning given to that term in clause 19 (*Borrowing Base*)

Borrowing Base Certificate has the meaning given to that term in clause 19 (*Borrowing Base*)

Borrowing Base Report has the meaning given to that term in clause 19 (*Borrowing Base*)

Break Costs means the amount (if any) by which:

(a) the interest which the Lender should have received for the period from the date of receipt of all or any part of the relevant Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period

Business Day means a day (other than a Saturday or Sunday):

(a) on which banks are open for general business in New York and Singapore; and

(b) (in relation to the fixing of an interest rate) which is a US Government Securities Business Day

Buyer has the meaning given to that term clause 19 (*Borrowing Base*)

BW Group has the meaning given to that term in clause 7.2(c)(ii)(*Change of Control*)

Code means the US Internal Revenue Code of 1986

Collection Accounts means each of the following accounts of the Borrower held from time to time with the Lender:

(a) the account numbered 0024785017 with account name “HAFNIA POOLS PTE LTD-LR1 Pool” in relation to the LR1 Pool ;

(b) the account numbered 0024785092 with account name “HAFNIA POOLS PTE LTD-LR2 Pool” in relation to the LR2 Pool; and

(c) any other account of the Borrower approved by the Lender,

which are, in each case, subject to the Transaction Security, as the same may be redesignated, substituted or replaced from time to time and includes any interest of the Borrower in any replacement account or any sub-division or sub-account of that account

Communication has the meaning given to that term in clause 27.6 (*Additional rules for communications*)

Compliance Certificate means a certificate substantially in the form set out in Schedule 3 (*Form of Compliance Certificate*)

Confidential Information means all information relating to:

(a) the Group;

(b) the Transaction Documents;

(c) the Facility; or

(d) provided that such information is provided solely in connection with the Facility, the BW Group or the Sohmen Family Trust,

of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility from any member of the Group or any of its advisers or the BW Group in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 31 (*Confidential Information*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group, any of its advisers or the BW Group; or

(iii) is known by the Lender before the date the information is disclosed to it by any member of the Group or any of its advisers or the BW Group or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group, the BW Group or the Sohmen Family Trust (as relevant) and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality

Confidentiality Undertaking means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Lender

Confirmer has the meaning given to that term in clause 27.6 (*Additional rules for communications*)

Contract means any agreement between the Borrower (acting in its own name as disponent owner of the Vessels) and a Buyer, for the supply of transportation services through any Vessel and defined as a "Pool Contract" in any Pool Agreement

Cut-Off Date has the meaning given to that term in clause 19 (*Borrowing Base*)

Debenture means the debenture dated on or about the date of this Agreement entered into by the Borrower as chargor in favour of the Lender

Debt Service Obligations means, on any Loan to Value Determination Date, the aggregate of (i) the principal amounts outstanding of the Loan and (ii) all other sums in relation thereto then due pursuant to the Finance Documents but unpaid, together with accrued interest thereon

Default means an Event of Default or any event or circumstance specified in clause 22 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Delegate means any delegate, agent, attorney or trustee appointed by the Lender

Demurrage Receivables means amounts receivable by the Borrower arising from invoiced demurrage related to any Contracts

Deposit Bank has the meaning given to that term in clause 25.1(d) (*Payments to the Lender*)

Dilution means any reduction to the total amount payable by the Eligible Buyer relating to any Reported Eligible Receivable compared to the Face Value of such Reported Eligible Receivable at the date of the data of the Borrowing Base Report into which it was included, whether by reason of a discount, rebate, refund or billing error or other entitlement of the Eligible Buyer not to pay the Face Value in full or by reason of a credit note or other adjustment for whatever reason made by the Borrower, any Pool Participant or any other person to reduce the amount payable by the Eligible Buyer relating to such Reported Eligible Receivable by comparison to the Face Value of such Reported Eligible Receivable as reflected at the date of the data of the Borrowing Base Report into which it was included

Electronic Signature has the meaning given to that term in clause 27.6 (*Additional rules for communications*)

Eligibility Criteria has the meaning given to that term in clause 19 (*Borrowing Base*)

Eligible Buyer has the meaning given to that term in clause 19 (*Borrowing Base*)

Eligible Buyer List has the meaning given to that term in clause 19 (*Borrowing Base*)

Eligible Contract has the meaning given to that term in clause 19 (*Borrowing Base*)

Eligible Receivables has the meaning given to that term in clause 19 (*Borrowing Base*)

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water)

Environmental Claim means any claim or proceeding by any governmental, judicial or other regulatory authority in respect of any Environmental Law

Environmental Law means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace; or

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste

Environmental Permits means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Obligor conducted on or from the properties owned or used by any Obligor

Event of Default means any event or circumstance specified as such in clause 22 (*Events of Default*)

Face Value has the meaning given to that term in clause 19 (*Borrowing Base*)

Facility Amount means the amount of USD175,000,000 at the date of this Agreement, to the extent not cancelled, reduced or transferred by the Lender under this Agreement

Facility means the uncommitted borrowing base credit facility made available under this Agreement as described in clause 2.1 (*The Facility*)

Facility Office means the office or offices notified by the Lender to the Borrower in writing as the office or offices through which it will perform its obligations under this Agreement

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction

Finance Document means this Agreement, each Transaction Security Document, each Borrowing Base Certificate, each Borrowing Base Report, each Compliance Certificate, each Utilisation Request, and any other document designated as such by the Lender and the Borrower

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any pool agreement entered into between the Borrower and a pool participant pursuant to which the pool participants agree to enter vessel(s) owned or chartered in by such pool participants into a pool of vessels which vessels are commercially employed and managed by the Borrower;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in (a) to (i) above

Freight in Transit Receivables means amounts receivable by the Borrower arising from partially completed freight voyages by Vessels under the Contracts

Freight Receivables means any Receivable arising from freight related to any Contracts which are not Freight in Transit Receivables

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements

Group means the Guarantor and its Subsidiaries from time to time

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

Information Service means an information service or any successor information service in each case as selected by the Lender from time to time in its reasonable discretion

Indirect Tax means any goods and services tax, consumption tax, value added tax or any tax of a similar nature

Initial Borrowing Base Certificate means the borrowing base certificate in the form approved by the Lender and delivered to the Lender under clause 4.1 (*Initial conditions precedent*)

Initial Borrowing Base Report means the borrowing base report in the form approved by the Lender and delivered to the Lender under clause 4.1 (*Initial conditions precedent*)

Insolvency Event in relation to an entity means that the entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in (d) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts

Instructor has the meaning given to that term clause 27.6 (*Additional rules for communications*)

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 8.3 (*Default interest*)

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the applicable statutes of limitation; and

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

LMA means the Loan Market Association

Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

Loan to Value means, on the relevant Loan to Value Determination Date, the ratio of:

(a) the Debt Service Obligations,

to

(b) the aggregate of the Face Values of all Receivables

Loan to Value Determination Date means:

(a) each Borrowing Base Calculation Date; and

(b) such other date as determined by the Lender from time to time

LTV Shortfall has the meaning given to that term in clause 7.4 (*Mandatory prepayment – Loan to Value*)

LTV Shortfall Remedy Period has the meaning given to that term in clause 7.4 (*Mandatory prepayment – Loan to Value*)

Mandatory Costs means, in respect of any Interest Period, any costs which are incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the undertaking, funding or performance of the Lender of any of its obligations under any Finance Document, as a result of:

(a) a reduction in the rate of return from the Facility or on the Lender's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction in any amount due and payable under any Finance Document,

as notified by the Lender (acting reasonably) to the Borrower five Business Days prior to the last day of the relevant Interest Period

Margin means two (2%) per cent. per annum

Material Adverse Effect means (in the reasonable opinion of the Lender) a material adverse effect on:

(a) (i) the business or financial condition of any Obligor (however changes to the structure of the Pool and amendments to the Pool Agreements are always permitted unless they would have a material adverse effect on the business, operations, property, condition (financial or otherwise) or prospects of the Obligors taken as a whole); or (ii) the ability of **the Obligors (taken as a whole)** to comply with their payment or material performance obligations under any of the Transaction Documents; or

(b) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents

Maximum Credit Limit has the meaning given to that term in clause 19 (*Borrowing Base*)

Money Laundering Laws means all applicable financial recordkeeping and reporting requirements and money laundering statutes, regulations or guidelines, issued, administered or enforced by any governmental agency

Obligors means the Borrower and the Guarantor and **Obligor** means either one of them

OFAC means the Department of the Treasury's Office of Foreign Assets Control of the United States of America

Original Financial Statements means:

(a) in relation to the Borrower, its audited financial statements for the financial year ended 31 December 2021; and

(b) in relation to the Guarantor, the audited consolidated financial statements of the Group for the financial year ended 31 December 2021

Outstandings means, at any time, the aggregate of the outstanding Utilisations, in each case, at such time

Party means a party to this Agreement

Pool means each pool of product tanker vessels, operated by the Borrower pursuant to a Pool Agreement (as defined as such in that Pool Agreement)

Pool Agreements means each pool agreement entered into between the Borrower and the relevant Pool Participants pursuant to which such Pool Participants agreed to enter vessel(s) owned or chartered in by such Pool Participants into the relevant Pool which vessels shall be commercially employed and managed by the Borrower as disponent owner, as listed in Schedule 5 (*Pool Agreements and List of Pool Participants*)

Pool Participant means the owner or disponent owners of the Vessels who are acceptable to the Lender (acting reasonably), as listed in Schedule 5 (*Pool Agreements and List of Pool Participants*) (and as otherwise amended as agreed from time to time in writing (including by email) between the Borrower and the Lender, subject to any sanctions, anti-money laundering, anti-bribery and corruption, credit and other internal compliance requirements of the Lender)

Receivable has the meaning given to that term in clause 19 (*Borrowing Base*)

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets

Relevant Jurisdiction means, in relation to an Obligor:

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated; and

(c) the jurisdiction whose laws govern the perfection of any of the Transaction Security Document entered into by it

Relevant Market means the market for overnight cash borrowing collateralised by US Government securities

Repeating Representations means each of the representations set out in clauses 17.1 (*Status*), 17.2 (*Binding obligations*), 17.3 (*Non-conflict with other obligations*), 17.4 (*Power and authority*), 17.6 (*Registration requirements*), 17.7 (*Governing law and enforcement*), 17.8 (*Insolvency*), 17.11 (*No default*), 17.12 (*No misleading information*), 17.13(a) and 17.13(b) (*Financial statements*), 17.16 (*No breach of laws*), 17.17 (*Environmental laws*), 17.19 (*Anti-Corruption Laws*), 17.20 (*Money Laundering Laws*), 17.21 (*Security and Financial Indebtedness*), 17.24 (*Legal and beneficial ownership*), 17.25 (*Sanctions*), 17.26 (*Eligible Receivables and Collection Accounts*), 17.29 (*Contracts*), 17.30 (*Pool Agreements*), 17.31 (*Borrowing Base Report and Borrowing Base Certificate*), 17.32 (*Material Adverse Effect*) and 17.33 (*Collection Accounts*)

Reported Eligible Receivable means each Receivable included in a Borrowing Base Report

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian

Restricted Party means a person that is:

(a) listed on, or owned or controlled by a person listed on, a Sanctions List (for the purposes of this paragraph (a), excluding the Sectoral Sanctions Identifications List or Annex III, V or VI of Regulation (EU) 833/2014 (as amended)), or a person acting on behalf or at the direction of such a person;

(b) listed on, or owned or controlled by a person listed on the Sectoral Sanctions Identifications List or listed under Annex III, V or VI of Regulation (EU) 833/2014 (as amended) or a person acting on behalf or at the direction of such a person;

(c) located or resident in or organised under the laws of a Sanctioned Country, or is owned or controlled by, or acting on behalf or at the direction of a person located or resident in or organised under the laws of a Sanctioned Country; or

(d) otherwise a subject of Sanctions

Sanctions means any applicable trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority

Sanctioned Country means a country or territory which is, or whose government is, at any time the subject or target of country-wide or territory-wide Sanctions

Sanctions Authority means:

(a) the Security Council of the United Nations;

(b) the United States of America;

(c) the European Union;

(d) the Monetary Authority of Singapore;

(e) the United Kingdom;

(f) any other sanctions authority applicable to any Party and its Affiliates; or

(g) the government or official institutions or agency of any of paragraphs (a) to (f) above, including OFAC, the US Department of State, and His Majesty's Treasury

Sanctions List means each of the following, construed together with the applicable rules and laws implementing it: the Specially Designated Nationals and Blocked Persons, the Sectoral Sanctions Identifications List, and the List of Foreign Sanctions Evaders maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the List of Persons Subject to Restrictive Measures in View of Russia's Actions Destabilising the Situation in Ukraine maintained by His Majesty's Treasury, or any other Sanctions related list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, each as amended, supplemented or substituted from time to time

Secured Instruction has the meaning given to that term clause 27.6 (*Additional rules for communications*)

Secured Obligations means all obligations at any time due, owing or incurred by each Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity)

Secured Parties means the Lender and any Receiver or Delegate

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Assets means all of the assets of the Borrower which from time to time are, or are expressed to be, the subject of the Transaction Security

Signature Platform has the meaning given to that term in clause 27.6 (*Additional rules for communications*)

Singapore means the Republic of Singapore

Sohmen Family Trust has the meaning given to that term in clause 7.2(c)(i)(A) (*Change of Control*)

Spot Rate means the commercially available spot rate of exchange selected by the Lender, acting reasonably, for the purchase of USD with the relevant currency in the London foreign exchange market at or about 11:00 a.m. on the applicable payment or set-off date

Subsidiary means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Term SOFR means, for the applicable corresponding tenor, Term SOFR that is displayed on a screen or otherwise published by CME Group Benchmark Administration Limited (or a successor administrator of such rate selected by the Lender in its reasonable discretion) as so displayed or published on the date determined by the Lender that is no more than two US Government Securities Business Days prior to the first day of the relevant Interest Period.

If for whatever reason Term SOFR is not published in respect of a relevant calculation day Term SOFR for that day shall be:

(i) the last published rate for Term SOFR unless sub-paragraph (ii) below applies; or

(ii) a rate formally recommended by the Information Service or the supervisor responsible for Term SOFR or the Information Service where the Lender considers that rate to be capable of use by the Lender across its business at that time

Termination Date means the later of:

(a) the last day of the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension)*); and

(b) the day the last Loan made to the Borrower during the Availability Period under this Agreement is due

Third Parties Act means the Contracts (Rights of Third Parties) Act 2001 of Singapore

Transaction Document means each Finance Document, each Pool Agreement and each Contract

Transaction Security means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents

Transaction Security Documents means each of:

(a) the Debenture;

(b) any other document evidencing or creating Security over any asset to secure any obligation of the Borrower to a Secured Party under the Finance Documents; and

(c) any other document designated as such by the Lender and the Borrower

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

US means the United States of America

US Government Securities Business Day means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities

Utilisation means a Loan

Utilisation Date means the date of a Utilisation, being the date on which the relevant Loan is to be made

Utilisation Request means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*)

Vessel means a vessel which is from time to time participating in the Pool pursuant to the Pool Agreements

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the **Lender**, any **Obligor**, any **Secured Party**, the **Borrower**, any **Buyer**, any **Eligible Buyer**, any **Pool Participant**, any **Party,** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;

(ii) an **agency** shall be construed so as to include any governmental, intergovernmental or supranational agency, authority, body, central bank, commission, department, ministry, organisation, statutory corporation or tribunal (including any political sub-division, national, regional or municipal government and any administrative, fiscal, judicial, regulatory or self-regulatory body or persons);

(iii) **assets** includes present and future properties, revenues and rights of every description;

(iv) a **Finance Document**, a **Transaction Document**, a **Contract**, a **Pool Agreement**, an **Eligible Contract** or any other agreement or instrument is a reference to that Finance Document, Transaction Document, Contract, Pool Agreement, Eligible Contract or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(vi) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(ix) a provision of law is a reference to that provision as amended or re-enacted from time to time; and

(x) a time of day is a reference to Singapore time.

(b) Section, clause and Schedule headings are for ease of reference only.

(c) In respect of an Obligor, references to a **certified** copy refer to a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by one or two directors (as the case may be) or the secretary (who is an authorised signatory of such Obligor for such purposes) of the Obligor, or, in the case of the Guarantor only, its assistant secretary (who is an authorised signatory of the Guarantor for such purposes) (unless otherwise expressly provided).

(d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(e) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been waived.

1.3 Currency symbols and definitions

$, **USD** and **dollars** denote the lawful currency of the United States of America.

1.4 Third party rights

(a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

(c) Any Receiver or Delegate may, subject to this clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any clause of this Agreement which expressly confers rights on it.

2 The Facility

2.1 **The Facility**

Subject to the terms of this Agreement, the Lender may, at its complete discretion, make available to the Borrower a USD uncommitted borrowing base revolving credit facility in an aggregate amount equal to the Facility Amount.

2.2 **Extension**

Unless the Lender (in its absolute discretion) notifies the Borrower that it does not intend to extend the Availability Period at least 60 days before the end of the then applicable Availability Period, the Availability Period shall automatically extend by a period of six calendar months. This clause 2.2 (*Extension*) shall apply to extend the Availability Period on an ongoing basis in accordance with the terms of this clause 2.2 (*Extension*) from time to time and, subject to the terms of this clause 2.2 (*Extension*), shall not be limited to a single extension.

3 Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards working capital purposes in the normal course of the Borrower's business operations acting in its capacity as Pool Manager (as such term is defined in the Pool Agreements) in relation to the Pools (including, without limitation, providing any Financial Indebtedness to a Pool Participant under any Pool Agreement in such capacity, provided that such Financial Indebtedness is subject to Transaction Security).

3.2 Monitoring

Without prejudice to the Borrower's obligations under the Finance Documents, the Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

The Borrower may not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to the Lender. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

Subject to clause 4.4 (*Facility uncommitted*), the Lender may (but shall not be obliged) to make the requested Utilisation only if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Utilisation and, in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation;

(b) the Repeating Representations to be made by each Obligor are true in all material respects; and

(c) the aggregate amount of the Outstandings adjusted to take account of:

(i) the amount of the requested Utilisation;

(ii) the amount of any Utilisation which, pursuant to any other request, is to be made on or before the date for the making of the requested Utilisation; and

(iii) the amount of any Utilisation scheduled to be repaid on or before the date for the making of the requested Utilisation,

would be less than or equal to the Borrowing Base as evidenced by the Borrowing Base Certificate most recently delivered to the Lender in accordance with this Agreement, and the Loan to Value shall not exceed 60 per cent as evidenced by the Borrowing Base Certificate most recently delivered to the Lender in accordance with this Agreement.

4.3 Maximum number of Loans

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than one Loan would be outstanding.

4.4 Facility uncommitted

The Facility is an uncommitted facility and will be made available in such amounts, at such times and in a number of Loans determined at the sole discretion of the Lender. The Borrower acknowledges that the Lender shall not have any obligation or commitment to make any Loan available to the Borrower; provided, however, that the Parties acknowledge and agree that once the Lender has advanced a Loan to the Borrower hereunder, the Borrower's payment and reimbursement obligations with respect to such Loan shall be governed by the expressed terms and conditions herein.

Section 2
Utilisation

5 Utilisation

5.1 Delivery of a Utilisation Request

Unless otherwise agreed by the Lender, the Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request no later than two Business Days after a Borrowing Base Calculation Date once every two weeks which is not later than 9:30am two Business Days prior to the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it is accompanied by a Borrowing Base Certificate relating to the Utilisation;

(ii) the proposed Utilisation Date is a Business Day within the Availability Period; and

(iii) the currency and amount of the Utilisation comply with clause 5.3 (*Currency and amount*).

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be USD.

(b) The amount of the proposed Loan must be an amount which is not more than the Available Amount.

5.4 Utilisation

If the conditions set out in this Agreement have been met, subject to the Lender's absolute discretion, the Loan requested by the Borrower in accordance with the terms of this Agreement during the Availability Period in any Utilisation Request shall be made on the Utilisation Date for that Loan through its Facility Office.

5.5 Cancellation of Facility Amount

Any amount of the Facility Amount which, at that time, has not been utilised by the Borrower shall be immediately cancelled at the end of the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension*)).

Section 3
Repayment, Prepayment and Cancellation

6 Repayment

6.1 Repayment of Loan

(a) The Borrower shall repay a Loan on the last day of its Interest Period.

(b) Without prejudice to the Borrower's obligation under clause 6.1(a) above, if a Loan is to be made available to the Borrower:

(i) on the same day that a maturing Loan is due to be repaid by the Borrower; and

(ii) in whole or in part for the purpose of refinancing the maturing Loan; and

the amount of the new Loan shall, unless the Borrower notifies the Lender to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan so that:

(A) if the amount of the maturing Loan exceeds the aggregate amount of the new Loan:

(1) the Borrower will only be required to pay an amount equal to that excess to the Lender; and

(2) the new Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of the maturing Loan and the Lender will not be required to make a payment in respect of the new Loan; and

(B) if the amount of the maturing Loan is equal to or less than the amount of the new Loan:

(1) the Borrower will not be required to make a payment to the Lender; and

(2) the Lender will be required to make a payment in respect of the new Loan only to the extent the new Loan exceeds the maturing Loan and the remainder of the new Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of the maturing Loan.

7 Prepayment and Cancellation

7.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain any Loan or it becomes unlawful for any Affiliate of the Lender for the Lender to do so:

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Available Amount (as applicable) will be immediately cancelled; and

(c) the Borrower shall repay the Loan made to it on the last day of the Interest Period for that Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and the Available Amount shall be immediately cancelled in the amount repaid.

7.2 Change of Control

(a) The Borrower shall promptly notify the Lender in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**). The Borrower Notification shall set out all applicable details relating to such Change of Control Event and (if applicable) any measures taken or to be taken to rectify the Change of Control Event and the Borrower shall provide such further information thereafter as may be requested by the Lender (acting reasonably).

(b) If a Change of Control Event occurs and is not rectified within seven days of the Borrower Notification, the Lender may by notice to the Borrower (a **Lender Notice**), cancel the Available Amount with effect from a date specified in that Lender Notice which is at least five Business Days after the date of the Lender Notice and declare that all or part of the Loan be payable within five Business Days after the date of the Lender Notice PROVIDED ALWAYS that the Lender's right to serve a Lender Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty days from the date of the Borrower Notification in respect of that Change of Control Event.

(c) For the purposes of this clause 7.2 (*Change of Control*):

(i) **Change of Control Event** means:

(A) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50% of the issued share capital of the BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of the BW Group;

(B) the BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Guarantor or such number of shares in the Guarantor as carry 20% or more of the voting rights normally exercisable at a general meeting of the Guarantor; or

(C) if any person or persons acting in concert or any entity other than the BW Group (directly or via one or more intermediate holding companies):

(1) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Guarantor held by the BW Group as at the date of this Agreement; or

(2) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors of the Guarantor.

(ii) **BW Group** means BW Group Limited, an exempted company limited by shares incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

7.3 Mandatory prepayment – Borrowing Base

(a) If, at any time, the Outstandings at that time exceed the Borrowing Base (the amount by which the Outstandings exceed the applicable Borrowing Base being a **BB Shortfall**), the Lender shall notify the Borrower of the BB Shortfall and the Borrower shall immediately, but in any case no later than within three Business Days (the **BB Shortfall Remedy Period**) from the date on which the Lender notifies the Borrower:

(i) credit the amount of the BB Shortfall notified by the Lender to the Borrower in clause 7.3(a) above directly to a Collection Account; and

(ii) deliver a new Borrowing Base Certificate to the Lender that confirms that such BB Shortfall no longer exists.

(b) Upon receipt by the Lender of a new Borrowing Base Certificate pursuant to clause 7.3(a)(ii) above, the Lender shall promptly notify the Borrower if there is still a BB Shortfall.

(c) If, on the first Business Day after the BB Shortfall Remedy Period, the Lender determines that there is still a BB Shortfall and if the balance on any Collection Account is positive, the Lender shall transfer (and the Borrower authorises such transfer) such amounts from the Collection Account(s) to be applied in prepayment or repayment of the Loan (for application in accordance with clause 25 (*Payment Mechanics*)) in order to ensure that thereafter the BB Shortfall ceases to exist.

7.4 Mandatory prepayment – Loan to Value

(a) If, at any time the Loan to Value exceeds 60 per cent, or the Lender determines pursuant to clause 21.26 (*Loan to Value*) that the Loan to Value exceeds 60 per cent and has notified the Borrower accordingly (the amount by which the Loan to Value exceeds 60 per cent being an **LTV Shortfall**), the Borrower shall within three Business Days of such time or such determination (the **LTV Shortfall Remedy Period**):

(i) credit the amount of the LTV Shortfall directly to a Collection Account; and

(ii) deliver a new Borrowing Base Certificate to the Lender that confirm that such LTV Shortfall no longer exists.

(b) If, on the first Business Day after the LTV Shortfall Remedy Period, the Lender determines that there is still an LTV Shortfall and if the balance on any Collection Account is positive, the Lender shall transfer (and the Borrower authorises such transfer) such amounts from the Collection Account(s) to be applied in prepayment or repayment of the Loan (for application in accordance with clause 25 (*Payment Mechanics*)) in order to ensure that thereafter the LTV Shortfall ceases to exist.

7.5 Voluntary prepayment of Loan

The Borrower may prepay the whole or any part of the Loan prior to the last date of its Interest Period only if:

(a) it gives the Lender not less than five Business Days' (or such shorter period as the Lender may agree) prior written notice (which notice shall be irrevocable); and

(b) the Lender has provided its prior written consent to such prepayment (such consent not to be unreasonably withheld).

7.6 Restrictions

(a) Any notice of cancellation or prepayment given by any Party under this clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs, without premium or penalty.

(c) Unless a contrary indication appears in this Agreement, any part of the Facility which is prepaid or repaid may be re-borrowed in accordance with the terms of this Agreement.

(d) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Facility Amount except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Facility Amount cancelled under this Agreement may be subsequently reinstated.

(f) If all or part of the Loan is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.2 (*Further conditions precedent*)), an amount of the Facility Amount (equal to the amount which is repaid or prepaid) shall, upon the Lender notifying the Borrower, be cancelled on the date of repayment or prepayment.

Section 4
Costs of Utilisation

8 Interest

8.1 Calculation of interest

The rate of interest on each Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin;

(b) Base Rate; and

(c) Mandatory Costs (if any).

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period, unless otherwise agreed between the Borrower and the Lender.

8.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.3(b) below, is two per cent per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligors on demand by the Lender.

(b) If any overdue amount consists of all or part of a Loan and which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notifications

(a) The Lender shall promptly notify the Borrower of the determination of a rate of interest relating to a Loan.

(b) This clause 8.4 shall not require the Lender to make any notification to the Borrower on a day which is not a Business Day.

8.5 Break Costs

(a) The Borrower shall, within three Business Days of demand by the Lender, pay to the Lender its Break Costs (if any) attributable to all or any part of the Loan or Unpaid Sum being paid by the Borrower on a day prior to the last day of an Interest Period for the Loan or Unpaid Sum.

(b) The Lender will inform the Borrower of the accrued interest and any Break Costs.

9 Interest Periods

9.1 Interest Periods

(a) The Interest Period for a Loan shall be two weeks or such other period as may be agreed between the Borrower and the Lender.

(b) An Interest Period for a Loan shall not extend beyond the Termination Date.

(c) Each Interest Period for a Loan shall start on the Utilisation Date for that Loan.

(d) A Loan has one Interest Period only.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Fees

(a) The Borrower shall pay to the Lender, for each 12 month period following the date of this Agreement, a fee of US$437,500 (being zero point two five per cent (0.25%) flat of the Facility Amount as at the date of this Agreement) on each of:

(i) the date of this Agreement; and

(ii) on the date falling at the end of the 12 month period following the date of this Agreement.

(b) If the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension*)) ends, for each 12 month period mentioned in clause 10(a) above, before the end of such 12 month period, the Lender shall repay to the Borrower within three Business Days after the end of the Availability Period any fees paid by the Borrower to the Lender for such 12 month period pursuant to clause 10(a) *pro rata*.

Section 5
Additional Payment Obligations

11 Tax Gross up and Indemnities

11.1 Definitions

(a) In this Agreement:

Protected Party means the Lender which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document

Tax Credit means a credit against, relief or remission for, or repayment of any Tax

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction

Tax Payment means either the increase in a payment made by an Obligor to the Lender under clause 11.2 (*Tax gross-up)* or a payment under clause 11.3 (*Tax indemnity*)

(b) Unless a contrary indication appears, in this clause 11 (*Tax Gross up and Indemnities*) a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

11.2 Tax gross-up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) Each Obligor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender.

(c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

11.3 Tax indemnity

(a) The Borrower shall (within six Business Days of demand by the Lender) pay to the Protected Party an amount equal to the loss, liability or cost which the Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by the Protected Party in respect of a Finance Document.

(b) Clause 11.3(a) above shall not apply:

(i) with respect to any Tax assessed on the Lender:

(A) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under clause 11.2 (*Tax gross-up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) The Protected Party making, or intending to make a claim under clause 11.3(a) above shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

11.4 Tax Credit

If an Obligor makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) the Lender has obtained and utilised that Tax Credit,

the Lender shall pay an amount to that Obligor which the Lender reasonably determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by that Obligor.

11.5 Stamp taxes

The Borrower shall pay and, within six Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document provided that this clause 11.5 shall not apply in respect of any stamp duty, registration or similar Taxes payable in respect of any assignment, transfer or other alienation of any kind by any Secured Party of any of its rights or obligations under a Finance Document.

11.6 Indirect tax

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to the Lender shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Lender to any Party in connection with a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.

(b) Where a Finance Document requires any Party to reimburse or indemnify the Lender for any costs or expenses, that Party shall also at the same time pay and indemnify the Lender against all Indirect Tax incurred by the Lender in respect of the costs or expenses to the extent that the Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

11.7 FATCA Information

(a) Subject to clause 11.7(c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and/or

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to clause 11.7(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Clause 11.7(a) above shall not oblige the Lender to do anything, and clause 11.7(a)(ii) above shall not oblige any Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 11.7(a)(i) or 11.7(a)(ii) above (including, for the avoidance of doubt, where clause 11.7(c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

11.8 FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Party to whom it is making the payment.

12 Increased Costs

12.1 Increased Costs

(a) Subject to clause 12.3 (*Exceptions*) the Borrower shall, within six Business Days of a demand by the Lender, pay for the account of the Lender the amount of any Increased Costs incurred by the Lender as a result of which:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation (including, for the avoidance of doubt, the implementation or application of or compliance with Basel III, CRD IV or any other law or regulation which implements or applies Basel III, CRD IV and/or compliance with the Dodd-Frank Wall Street Reform and Consumer Protection Act or any law or regulation made under or in connection with that Act); or

(ii) compliance with any law or regulation made after the date of this Agreement.

(b) In this Agreement **Increased Costs** means:

(i) a reduction in the rate of return from the Facility or on the Lender's overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender to the extent that it is attributable to the undertaking, funding or performance of the Lender of any of its obligations under any Finance Document.

12.2 Increased Cost claims

(a) The Lender intending to make a claim pursuant to clause 12.1 (*Increased Costs*) shall notify the Borrower of the event giving rise to the claim.

(b) The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.

12.3 Exceptions

(a) Clause 12.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by clause 11.3 (*Tax indemnity*) (or would have been compensated for under clause 11.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 11.3(b) (*Tax indemnity*) applied); or

(iv) attributable to the wilful breach by the Lender of any law or regulation.

(b) In this clause 12.3 (*Exceptions*), a reference to a **Tax Deduction** has the same meaning given to that term in clause 11.1 (*Definitions*).

13 Other Indemnities

13.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:

(A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and

(B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

13.2 Other indemnities

(a) Each Obligor shall, within six Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

(i) the occurrence of any Event of Default;

(ii) a failure by an Obligor to pay any amount due under a Finance Document on its due date;

(iii) funding, or making arrangements to fund a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or

(iv) a Utilisation (or part of a Utilisation) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(b) Each Obligor shall promptly indemnify the Lender, each Affiliate of the Lender and each officer or employee of the Lender or its Affiliate, against any cost, loss or liability incurred by the Lender or its Affiliate (or officer or employee of the Lender or Affiliate) in connection with or arising out of the use of proceeds under the Facility or Transaction Security being taken over the Security Assets (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the use of proceeds under the Facility), unless such loss or liability is caused by the gross negligence or wilful misconduct of the Lender or its Affiliate (or employee or officer of the Lender or Affiliate). Any Affiliate or any officer or employee of the Lender or its Affiliate may rely on this clause 13.2 (*Other indemnities*) subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

(c) Each Obligor shall promptly indemnify the Lender against:

(i) any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

(A) investigating any event which it reasonably believes is a Default;

(B) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(C) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and

(ii) any cost, loss or liability incurred by the Lender (otherwise than by reason of the Lender's gross negligence or wilful misconduct) in acting as Lender under the Finance Documents.

(d) Each Obligor shall promptly indemnify the Lender and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:

(i) any failure by the Borrower to comply with its obligations under clause 15 (*Costs and Expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security;

(iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Lender and each Receiver and Delegate by the Finance Documents or by law;

(v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or

(vi) acting as Lender, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Security Assets (otherwise, in each case, than by reason of the relevant Lender's, Receiver's or Delegate's fraud, gross negligence or wilful misconduct).

(e) Each Obligor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 13.2 (*Other indemnities*) will not be prejudiced by any release in accordance with the terms of this Agreement.

14 Mitigation by the Lender

14.1 Mitigation

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 11 (*Tax Gross up and Indemnities*) or clause 12 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Clause 14.1(a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

14.2 Limitation of liability

(a) The Borrower shall promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under clause 14.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under clause 14.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be materially prejudicial to it.

15 Costs and Expenses

15.1 Transaction expenses

The Borrower shall, within six Business Days of demand, pay the Lender the amount of all documented costs and expenses (including legal fees) reasonably incurred by it (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, registration and perfection of:

(a) the Transaction Security, this Agreement and any other documents referred to in this Agreement; and

(b) any other Finance Documents executed after the date of this Agreement.

15.2 Amendment costs

If:

(a) an Obligor requests an amendment, waiver or consent; or

(b) an amendment is required pursuant to clause 25.6(a) (*Change of currency*),

the Borrower shall, within six Business Days of demand, reimburse the Lender for the amount of all documented costs and expenses (including legal fees) reasonably incurred by the Lender (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

15.3 Enforcement costs

The Borrower shall, within six Business Days of demand, pay to each Secured Party the amount of all documented costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights under, any Finance Document and the Transaction Security and any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security or enforcing these rights.

15.4 Double counting

For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by the Lender under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the **payer**) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between the Lender on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to the Lender in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Lender shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 6

Guarantee

16 Guarantee and indemnity

16.1 Guarantee and indemnity

The Guarantor irrevocably and unconditionally:

(a) guarantees to the Lender punctual performance by the Borrower of all its obligations under the Finance Documents;

(b) undertakes with the Lender that whenever the Borrower does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 16 (*Guarantee and indemnity*) if the amount claimed had been recoverable on the basis of a guarantee.

16.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

16.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Guarantor under this clause 16 (*Guarantee and indemnity*) will continue or be reinstated as if the discharge, release or arrangement had not occurred.

16.4 Waiver of defences

The obligations of the Guarantor under this clause 16 (*Guarantee and indemnity*) will not be affected by an act, omission, matter or thing which, but for this clause 16 (*Guarantee and indemnity*), would reduce, release or prejudice any of its obligations under this clause 16 (*Guarantee and indemnity*) (without limitation and whether or not known to it or the Lender) including:

(a) any time, waiver or consent granted to, or composition with, the Borrower or other person;

(b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

16.5 Immediate recourse

The Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 16 (*Guarantee and indemnity*). This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

16.6 Appropriations

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in a suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this clause 16 (*Guarantee and indemnity*).

16.7 Deferral of Guarantor's rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Guarantor will not exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 16 (*Guarantee and indemnity*):

(a) to be indemnified by the Borrower;

(b) to claim any contribution from any other guarantor of or provider of security for the Borrower's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

(d) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under clause 16.1 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against the Borrower; and/or

(f) to claim or prove as a creditor of the Borrower in competition with the Lender.

If the Guarantor shall receive any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender for application in accordance with clause 25 (*Payment Mechanics*). This only applies until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full.

16.8 Release

Subject to clauses 16.3 (*Reinstatement*) and 16.9 (*Avoidance of payments*), upon irrevocable and unconditional payment of all amounts payable by the Borrower under or in connection with the Finance Documents, the Lender shall, at the request and at the cost (if any) of the Borrower, execute any documents or take any action which may be reasonably necessary to release the Guarantor from its obligations under this clause 16 (*Guarantee and indemnity*).

16.9 Avoidance of payments

If the Lender reasonably determines that there exists a reasonable possibility of the avoidance or invalidation of any payment or repayment of any obligations of an Obligor under the Finance Documents:

(a) the Lender shall be entitled not to release the Guarantor from any of its obligations under this clause 16 (*Guarantee and indemnity*); and

(b) if so required by the Lender (acting reasonably) each Obligor shall promptly provide the Lender with any evidence (including, if required by the Lender, a solvency report from the auditors of any Obligor in form and substance reasonably satisfactory to the Lender) requested by the Lender in order that it may determine whether or not at such time there exists such a possibility.

16.10 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

16.11 Default interest

No interest of the type referred to at clause 8.3 (*Default interest*) shall accrue on any amount unpaid by the Guarantor under clause 16.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 7

Representations, Undertakings and Events of Default

17 Representations

Each Obligor makes the representations and warranties set out in this clause 17 to the Lender on the date of this Agreement.

17.1 Status

(a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

17.2 Binding obligations

Subject to the Legal Reservations:

(a) the obligations expressed to be assumed by it in each Transaction Document are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of (a) above), each Transaction Security Document creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective.

17.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents and the granting of the Transaction Security do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

17.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents and the transactions contemplated by those Transaction Documents.

17.5 Validity and admissibility in evidence

(a) All Authorisations and any other acts, conditions or things required or desirable:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents; and

(ii) to make the Transaction Documents admissible in evidence in its Relevant Jurisdictions,

have been obtained, effected, done, fulfilled or performed and are in full force and effect.

(b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Obligors have been obtained or effected and are in full force and effect.

17.6 Registration requirements

Except for registration of particulars of the Transaction Security Documents at the Accounting and Corporate Regulatory Authority in Singapore under Section 131 of the Companies Act 1967 of Singapore, it is not necessary to file, register or record any Transaction Document in any public place or elsewhere.

17.7 Governing law and enforcement

(a) The choice of the law stated to be the governing law of each Transaction Document will, subject to the Legal Reservations, be recognised and enforced in its Relevant Jurisdictions.

(b) Any judgment obtained in relation to a Transaction Document in the jurisdiction of the stated governing law of that Transaction Document will, subject to the Legal Reservations, be recognised and enforced in its Relevant Jurisdictions.

17.8 Insolvency

No:

(a) corporate action, legal proceeding or other procedure or step described in clause 22.8 (*Insolvency proceedings*); or

(b) creditors' process described in clause 22.9 (*Creditors' process*),

has been taken or, to the knowledge of either Obligor, threatened and none of the circumstances described in clause 22.7 (*Insolvency*) applies to any member of the Group.

17.9 Deduction of Tax

It is not required to make any Tax Deduction (as defined in clause 11.1 (*Definitions*)) from any payment it may make under any Finance Document to the Lender.

17.10 No filing or stamp taxes

Except for registration fees associated with the registration of the Transaction Security Documents in accordance with clause 17.6 (*Registration requirements*), it is not necessary under the laws of its Relevant Jurisdictions that the Transaction Documents be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents.

17.11 No default

(a) No Event of Default and, on the date of this Agreement, no Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

17.12 No misleading information

(a) Any factual information provided by it to the Lender under or in connection with the Finance Documents was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and all written information supplied by it to the Lender under or in connection with the Finance Documents is true, complete and accurate in all material respects as at the date it was given and is not misleading in any material respect.

(b) Nothing material has occurred or been omitted from any information provided by it to the Lender under or in connection with the Finance Documents and no information has been given by it or withheld under or in connection with the Finance Documents that results in the information provided being untrue or misleading in any material respect.

17.13 Financial statements

(a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied.

(b) Its Original Financial Statements fairly present its financial condition as at the end of the relevant financial year and its results of operations during the relevant financial year.

(c) The budgets and forecasts supplied under or in connection with this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

(d) There has been no material adverse change in the Borrower's business or financial condition (or, in the case of the Guarantor, the business or consolidated financial condition of the Group) since the date of the most recent financial statements delivered pursuant to clause 18.1 (*Financial statements*).

17.14 *Pari passu* ranking

Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.15 No proceedings

(a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

(b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it or any of its Subsidiaries.

17.16 No breach of laws

It has not (and none of its Subsidiaries has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

17.17 Environmental laws

(a) Each Obligor is in compliance with clause 21.13 (*Environmental compliance*) and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.

(b) No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against any Obligor where that claim has or is reasonably likely, if determined against that Obligor, to have a Material Adverse Effect.

17.18 Taxation

(a) It is not (and none of its Subsidiaries is) materially overdue in the filing of any Tax returns and it is not (and none of its Subsidiaries is) overdue in the payment of any amount in respect of Tax in a manner or to an extent which might have a Material Adverse Effect.

(b) No claims or investigations are being, or are reasonably likely to be, made or conducted against it (or any of its Subsidiaries) with respect to Taxes.

(c) It is resident for Tax purposes only in the jurisdiction of its incorporation.

17.19 Anti-Corruption Laws

(a) Each member of the Group (and to each Obligor's knowledge and belief, each Buyer or Pool Participant) has conducted its businesses in compliance with Anti-Corruption Laws and has instituted and maintains as at the date of this Agreement policies and procedures designed to promote and achieve compliance with such laws.

(b) No member of the Group (nor to each Obligor's knowledge and belief, any Buyer or Pool Participant or, in each case, any of their Affiliates or any agent, director, employee or officer of any member of the Group) has made or received, or directed or authorised any other person to make or receive, any offer, payment or promise to pay, of any money, gift or other thing of value, directly or indirectly, to or for the use or benefit of any person, where this violates or would violate, or creates or would create liability for it or any other person under, any Anti-Corruption Laws.

(c) No member of the Group (nor to each Obligor's knowledge and belief, any Buyer or Pool Participant or, in each case, any of their Affiliates or any agent, director, employee or officer of any member of the Group) is being investigated by any agency, or party to any proceedings, in each case in relation to any Anti-Corruption Laws.

17.20 Money Laundering Laws

The operations of each member of the Group (and to each Obligor's knowledge and belief, any Buyer or Pool Participant) are and have been conducted at all times in compliance with the Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any member of the Group or any Buyer or Pool Participant with respect to the Money Laundering Laws is pending or, to the best knowledge of each Obligor, threatened.

17.21 Security and Financial Indebtedness

(a) No Security or Quasi-Security exists over:

(i) all or any of the Security Assets or any of the Borrower's other assets in connection with the Pool (including any Contract and any Pool Agreement); or

(ii) all or any of the other present or future assets of the Borrower securing indebtedness entered into by the Borrower for the purpose of financing its working capital purposes in the normal course of its business operations,

other than as permitted by this Agreement.

(b) No Security or Quasi-Security exists over all or any of the present or future assets of the Guarantor in breach of clause 20 (*Financial Covenants*).

(c) The Borrower has no Financial Indebtedness outstanding entered into by it for the purpose of financing its working capital purposes in the normal course of its business operations, including in connection with the Pools, other than as permitted by this Agreement.

(d) The Guarantor has no Financial Indebtedness outstanding in breach of clause 20 (*Financial Covenants*).

17.22 Ranking

The Transaction Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.

17.23 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

17.24 Legal and beneficial ownership

The Borrower is the sole legal and beneficial owner of the respective assets over which it purports to grant Security free from any claims, third party rights or competing interests other than Security permitted under clauses 21.3(c) or (d) (*Negative pledge*).

17.25 Sanctions

(a) Neither Obligor nor to each Obligor's knowledge (i) any Affiliates, directors, officers, employees or agents of either, nor (ii) with respect to clause 17.25(a)(i) below any Buyer or Pool Participant:

(i) is a Restricted Party or is engaging in or has engaged in any transaction or conduct that could be reasonably expected to result in it becoming a Restricted Party;

(ii) is or ever has been subject to any proceeding, formal notice or, to its knowledge, investigation with respect to a breach of Sanctions;

(iii) is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions; or

(iv) has engaged or is engaging, directly or indirectly, in any trade, business or other activities with, involving, or for the benefit of any Restricted Party in breach of any Sanctions;

(b) no Vessel is the subject of Sanctions or engaged in any activity in breach of any Sanctions or is trading to or from any Sanctioned Country where to do so would be prohibited by Sanctions;

(c) no Utilisation will be or (as the case may be) has been made available, directly or indirectly, to or for the benefit of a Restricted Party in breach of any Sanctions or otherwise will be or (as the case may be) has been, directly or indirectly, applied in a manner or for a purpose prohibited by Sanctions.

17.26 Eligible Receivables and Collection Accounts

(a) The Borrower is not aware that an Insolvency Event has occurred in relation to it or any Eligible Buyer;

(b) each Reported Eligible Receivable is an Eligible Receivable;

(c) in respect of any Reported Eligible Receivable, the Borrower is not aware of any reason that the Eligible Buyer will not pay, for any reason (such as a dispute between the Borrower and the Eligible Buyer, whether or not connected with the relevant Reported Eligible Receivable) on or before the Cut-Off Date, an amount at least equal to the Borrowing Base Amount of Receivable relating to that Reported Eligible Receivable;

(d) all the information that the Borrower has provided to the Lender relevant to any Reported Eligible Receivable (whether in the relevant Borrowing Base Report or any document provided in connection with that Borrowing Base Report or otherwise) is and remains true and complete in all material respects, and no information was absent that results in the information provided being untrue or misleading in any material respect;

(e) neither the Reported Eligible Receivable, nor the underlying transaction to which the Reported Eligible Receivable relates, will have been derived from or related to any activity of the Borrower, or to the Borrower's knowledge, of any Buyer, that is restricted under Money Laundering Laws;

(f) no Pool Participant has any right or title to any Reported Eligible Receivable or any Collection Account and the Borrower has the sole legal and beneficial rights and title to each Reported Eligible Receivable and each Collection Account and can validly enter into, exercise its rights and comply with its obligations under the Transaction Documents and grant and perfect the Transaction Security envisaged under the Finance Documents without requiring the consent of any Pool Participant or any Eligible Buyer (including for the purposes of granting the Security over the Collection Accounts created pursuant to the Debenture and assigning by way of security all rights in and title to any Reported Eligible Receivable or under any Contract, Pool Agreement or invoice to the Lender and/or enforcing all rights in the Collection Accounts and all rights under any Contract, Pool Agreement, invoice or Reported Eligible Receivable against the relevant Eligible Buyer or, as the case may be, Pool Participant and/or disclosing any information in relation to any Reported Eligible Receivable, any Contract or any Pool Agreement to the Lender); and

(g) no fraud has been committed in respect of any Reported Eligible Receivable or Transaction Document relevant to any Reported Eligible Receivable, by the Borrower or, to the Borrower's knowledge, an Eligible Buyer or a Pool Participant.

17.27 No adverse consequences

(a) It is not necessary under the laws of its Relevant Jurisdictions:

(i) in order to enable the Lender to enforce its rights under any Finance Document; or

(ii) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

that the Lender should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.

(b) The Lender is not or will not be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of any Finance Document.

17.28 Insurances

(a) Each Obligor maintains:

(i) insurances on and in relation to its business and assets with reputable independent underwriters or insurance companies and to the extent usually insured against by prudent companies or as otherwise consistent with good industry practice; and

(ii) insurances required by applicable law or pursuant to any Contract or Pool Agreement.

(b) So far as it is aware, no event or circumstance has occurred and there has been no failure to disclose a fact which would entitle any insurer to materially reduce or avoid its liability under any such insurances.

(c) Each Obligor is in compliance with its obligations under each contract of insurance in all material respects.

(d) All insurance premiums which are due and payable pursuant to all and any insurances that it maintains have been paid in full and, so far as it is aware, there are no circumstances which would be reasonably likely to lead to any such insurances being revoked, vitiated or not renewed in the ordinary course.

17.29 Contracts

(a) The Borrower has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, each Contract which gives rise to any Reported Eligible Receivable and the transactions contemplated by those Contracts, and possesses all technical and financial means required by the Borrower for the performance of the transactions contemplated by those Contracts.

(b) Each Contract which gives rise to any Reported Eligible Receivable is in full force and effect and any condition precedent to its coming into force was satisfied by the date on which such condition precedent was due to be satisfied under the terms of that Contract and the payment obligations of the Eligible Buyer under that Contract are legal, valid, binding and enforceable obligations and do not and will not conflict with any applicable law or regulation.

(c) Each Contract which gives rise to any Reported Eligible Receivable is an Eligible Contract.

(d) No party to a Contract which gives rise to any Reported Eligible Receivable is in breach of any payment, delivery or other material obligation thereunder or has repudiated or done or caused to be done any act or thing evidencing an intention to repudiate that Contract.

(e) The Borrower has not received or given any notification (written or otherwise) of a failure or inability by any party to a Contract which gives rise to any Reported Eligible Receivable to comply with its obligations thereunder.

(f) To the Borrower's knowledge and belief, no event or circumstance has occurred that gives rise or might reasonably be expected to give rise to a right to terminate early, suspend performance under, repudiate or cancel any Contract which gives rise to any Reported Eligible Receivable.

(g) There are no claims, liabilities or obligations in existence between the Borrower and a counterparty relating to any Contract which gives rise to any Reported Eligible Receivable or any other person that are or might reasonably be expected to be materially detrimental to the rights of any Secured Party under that Contract or the Finance Documents.

(h) The Borrower has entered into each Contract which gives rise to any Reported Eligible Receivable on arm's length terms.

(i) The Borrower may disclose to the Lender, its Affiliates and each of their professional advisors all information relating to any Contract without the consent or approval of any other person other than any consent or approval which has been obtained for such purposes.

17.30 Pool Agreements

(a) The Borrower has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, each Pool Agreement and the transactions contemplated by those Pool Agreements, and possesses all technical and financial means required by the Borrower for the performance of the transactions contemplated by those Pool Agreements.

(b) Each Pool Agreement is in full force and effect and any condition precedent to its coming into force was satisfied or, subject to the Lender's prior consent, waived by the date on which such condition precedent was due to be satisfied under the terms of that Pool Agreement and the payment obligations under that Pool Agreement are legal, valid, binding and enforceable obligations and do not and will not conflict with any applicable law or regulation.

(c) No party to a Pool Agreement is in breach of any payment, delivery or other material obligation thereunder or has repudiated or done or caused to be done any act or thing evidencing an intention to repudiate that Pool Agreement.

(d) The Borrower has not received or given any notification (written or otherwise) of a failure or inability by any party to a Pool Agreement to comply with any of its material obligations thereunder.

(e) To the Borrower's knowledge and belief, no event or circumstance has occurred that gives rise or might reasonably be expected to give rise to a right to terminate early, suspend performance under, repudiate or cancel any Pool Agreement.

(f) There are no claims, liabilities or obligations in existence between the Borrower and a counterparty relating to any Pool Agreement or any other person that are or might reasonably be expected to be materially detrimental to the rights of any Secured Party under that Pool Agreement or the Finance Documents.

(g) The Borrower has entered into each Pool Agreement on arm's length terms.

(h) The Borrower may disclose to the Lender, its Affiliates and each of their professional advisors all information relating to any Pool Agreement without the consent or approval of any other person other than any consent or approval which has been obtained for such purposes.

17.31 Borrowing Base Report and Borrowing Base Certificate

(a) All factual information included in each Borrowing Base Report and each Borrowing Base Certificate delivered pursuant to clause 19 (*Borrowing Base*) is accurate and complete in all material respects and nothing has occurred and the Borrower is not aware of any omissions which would make any information untrue or misleading in any material respect.

(b) Each Borrowing Base Report and each Borrowing Base Certificate delivered pursuant to clause 19 (*Borrowing Base*) has been provided following careful consideration and has been prepared in good faith and with due care on the basis of most recent information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

17.32 Material Adverse Effect

No event or circumstance has occurred in respect of any Obligor which has or is reasonably likely to have a Material Adverse Effect.

17.33 Collection Accounts

Each Pool Bank Account (as defined in each relevant Pool Agreement) is a Collection Account.

17.34 Repetition

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of each Utilisation Request, the first day of each Interest Period and on the date of delivery of any Borrowing Base Certificate.

18 Information Undertakings

The undertakings in this clause 18 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

18.1 Financial statements

Each Obligor shall supply to the Lender:

(a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years, in respect of the Guarantor, its audited consolidated financial statements for that financial year, and, in respect of the Borrower, its audited financial statements for that financial year; and

(b) as soon as the same become available, but in any event within 90 days after the end of each half of each of its financial years, in respect of the Guarantor, its unaudited consolidated financial statements for that financial half year, and, in respect of the Borrower, its unaudited financial statements for that financial half year; and

(c) as soon as the same become available, but in any event within 90 days after the end of each half of each of the financial years of the Borrower, the unaudited financial statements of each of the accounts of each Pool.

18.2 Compliance Certificate

(a) The Guarantor shall supply to the Lender, with each set of financial statements delivered pursuant to clauses 18.1(a) or 18.1(b) (*Financial statements*), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with clause 20 (*Financial Covenants*) as at the date at which those financial statements were drawn up.

(b) Each Compliance Certificate shall be signed by any one director or authorised signatory of the Guarantor.

18.3 Requirements as to financial statements

(a) Each Obligor shall procure that each set of financial statements delivered by an Obligor pursuant to clause 18.1 (*Financial statements*) gives a true and fair view (in the case of any such financial statements which are audited) or fairly represents (in the case of any such financial statements which are unaudited) its financial condition as at the date as at which those financial statements were drawn up.

(b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 18.1 (*Financial statements*) is prepared using GAAP.

18.4 Anti-corruption information

Unless such disclosure would constitute a breach of any applicable law or regulation, each Obligor shall supply to the Lender:

(a) promptly upon becoming aware of them, the details of any actual or potential violation by, or creation of liability for, any member of the Group or any Buyer or Pool Participant or any of their Affiliates, or any agent, director, employee or officer of any member of the Group (or any counterparty of any such person in relation to any transaction contemplated by a Transaction Document) of or in relation to any Anti-Corruption Laws, or of any investigation or proceedings relating to the same;

(b) copies of any correspondence delivered to, or received from, any regulatory authorities in relation to any matter referred to in (a) above at the same time as they are dispatched or promptly upon receipt (as the case may be); and

(c) promptly upon request by the Lender, such further information relating to any matter referred to in (a) and (b) above as the Lender may reasonably require.

18.5 Information: miscellaneous

(a) Each Obligor shall supply to the Lender:

(i) all documents dispatched by that Obligor to its creditors generally at the same time as they are dispatched;

(ii) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Obligor, and which , if adversely determined, are reasonably likely to have a Material Adverse Effect;

(iii) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any Obligor and which is reasonably likely to have a Material Adverse Effect;

(iv) promptly upon becoming aware of any change of ownership or control in respect of the Borrower;

(v) as soon as reasonably practicable but no later than seven Business Days following a request by the Lender, such further information regarding the financial condition, business and operations of any Obligor as the Lender may reasonably request, except to the extent that disclosure of such information will breach any law, regulation stock exchange requirement or listing rule;

(vi) any copies of documents held by any Obligor reasonably requested by the Lender in relation to any Finance Document, promptly and no later than three Business Days following the date of a request from the Lender; and

(vii) any original document held by any Obligor reasonably requested by the Lender in relation to any Finance Document, promptly and no later than 15 Business Days following the date of a request from the Lender.

(b) The Borrower shall supply to the Lender:

(i) immediately upon becoming aware of the same, details of any material breach by any party of its obligations or any default under any Contract or Pool Agreement, or of any material claim the principal amount of which exceeds US$750,000 (or its equivalent in another currency or currencies) made (or threatened), force majeure event, termination event or notice of any force majeure event, termination event or any material claim the principal amount of which exceeds US$750,000 (or its equivalent in another currency or currencies) under any Contract or Pool Agreement and of any progress or resolution in relation to such breach, claim, default, force majeure event, termination event or claim;

(ii) as soon as reasonably practicable but no later than seven Business Days following a request by the Lender, such invoices, inspection reports and any other document or evidence in relation to the Borrowing Base as the Lender may reasonably request;

(iii) as soon as reasonably practicable but no later than seven Business Days following a request by the Lender, if reasonably requested by the Lender, a copy of any Contract or Pool Agreement entered into by the Borrower (or any amendment to it);

(iv) promptly, such information as the Lender may reasonably require about the Security Assets and compliance of the Borrower with the terms of any Transaction Security Documents; and

(v) at the request of the Lender, such information and/or documents for the calculation of the Loan to Value.

18.6 Borrowing Base Requirements

The Borrower shall deliver to the Lender a Borrowing Base Certificate and Borrowing Base Report in accordance with clause 19 (*Borrowing Base*).

18.7 Year-end

Each Obligor shall procure that the end of each annual accounting period of each Obligor falls on 31 December.

18.8 Notification of default

(a) Each Obligor shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless it is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by any one director or authorised signatory certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.9 Direct electronic delivery by Borrower

Each Obligor may satisfy its obligation under this Agreement to deliver any information in relation to the Lender by delivering that information directly to the Lender in accordance with clause 27.5 (*Electronic communication*) to the extent the Lender agrees to this method of delivery and subject to provisions of clause 27.6 (*Additional rules for communications*).

18.10 "Know your customer" checks

In order to comply with any "know your customer" internal compliance requirements or if:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor or the BW Group or member of the Sohmen Family Trust (provided that, in respect of the Guarantor's shareholders (other than the BW Group) only, only a change resulting in a shareholder holding more than 10% of the Guarantor's share capital but only to the extent that the change in composition results in a shareholder who did not at the date of this Agreement have a shareholding of 10% or more in the Guarantor); or

(c) a proposed assignment or transfer by the Lender of any of its rights and obligations under this Agreement to a party that is not the Lender prior to such assignment or transfer,

obliges the Lender (or, in the case of 18.10(c) above, any prospective new lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Obligors shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender or the Lender (for itself or, in the case of the event described in 18.10(c) above, on behalf of any prospective new lender) in order for the Lender or, in the case of the event described in 18.10(c) above, any prospective new lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

19 Borrowing Base

19.1 Definitions

For the purposes of this clause 19:

Advance Rate means in relation to any Eligible Receivables, the percentage of the Face Value specified in clause 19.2 (*Calculation of the Borrowing Base*)

Assessment Date means:

(a) **in respect of any** Freight in Transit Receivable, the date on which the freight voyage relating to such Freight in Transit Receivable has first commenced;

(b) in respect of any Freight Receivable, the date on which the invoice for the Face Value of that Freight Receivable has been issued to the relevant Eligible Buyer; and

(c) in respect of any Demurrage Receivable, the date on which the relevant voyage is completed provided that the invoice for the Face Value of that Demurrage Receivable has been issued to the relevant Eligible Buyer

Borrowing Base has the meaning given to that term in clause 19.2 (*Calculation of the Borrowing Base*)

Borrowing Base Calculation Date means:

(a) the 5th, 12th, 19th, and 26th of each month (or if this is not a Business Day, the immediately following Business Day);

(b) each Business Day during a BB Shortfall Remedy Period; and

(c) each Business Day during an LTV Shortfall Remedy Period

Borrowing Base Certificate means each certificate signed by one authorised signatory of the Borrower delivered under this Agreement duly completed and duly signed by the Borrower in the form set out in Schedule 6 (*Form of Borrowing Base Certificate*)

Borrowing Base Report means a report submitted to the Lender in accordance with this clause 19 containing details of the assets set out in the Borrowing Base Certificate, duly completed by the Borrower in the form set out in Schedule 7 (*Form of Borrowing Base Report*) and (unless otherwise agreed by the Lender) signed by one authorised signatory of the Borrower, which shall:

(a) list which Receivables (whether included in the Borrowing Base or not) constitute:

(i) Freight Receivables (including the original invoice dates and discharge dates);

(ii) Freight in Transit Receivables (including the voyage start dates); and

(iii) Demurrage Receivables (including the relevant voyage completion dates and invoice dates), and

in each case including the applicable Advance Rates as approved by the Lender for each category;

(b) list, broken down as to amount and identity of counterparty and the amount of all Receivables in relation thereto, and incorporating an aging report for all Receivables and ensuring there is no set-off or double counting of Receivables; and

(c) confirm such other business or financial information in relation to the Borrower or the operation of the Pool as the Lender shall reasonably require from time to time.

Buyer means each person who purchases transportation services from the Borrower under a Contract

Eligibility Criteria means, in relation to any Contract, that:

(a) the counterparty to that contract is an Eligible Buyer;

(b) is entered into by the Borrower as disponent owner;

(c) relates to a Vessel;

(d) it provides for all amounts payable under it to the Borrower to be:

(i) paid directly to a Collection Account (and any amendment to such Collection Account being subject to the Lender's prior written consent); and

(ii) (other than in relation to any Demurrage Receivables arising under that Contract) made without any withholding, counterclaim, deduction or set-off whatsoever (save to the extent expressly permitted under the terms of that contract as specifically approved by the Lender);

(e) such Contract is:

(i) subject to valid, first ranking Transaction Security, free from any claims, rights of set off and counterclaim (other than rights of set off and counterclaim in relation to any Demurrage Receivables arising under that Contract), third party rights or competing interests and in respect of which all perfection requirements have been met;

(ii) not subject to a known dispute or outstanding breach or other circumstance which might entitle the relevant Eligible Buyer to terminate or cancel that Contract and/or the Receivable payable under it;

(f) such Contract is valid and enforceable;

(g) such Contract is capable of being freely assigned and perfected without any further consent of the relevant counterparty under that Contract or any Pool Participant under any Pool Agreement or, where such consent is required, this has been or will be obtained and presented to the Lender prior to such Contract becoming subject to the Transaction Security;

(h) the terms of such Contract and any Pool Agreement are freely disclosable to the Lender, its Affiliates and each of their professional advisors (or any required consent has been obtained for such purposes);

(i) such Contract is expressed to be governed by English law, Singapore law, Hong Kong law, any US state law, any other common law jurisdiction or the law of another jurisdiction acceptable to the Lender;

(j) such Contract provides for disputes to be submitted to arbitration in or to the courts of England, Singapore, Hong Kong, any US state, any other common law jurisdiction or another jurisdiction acceptable to the Lender; and

(k) such Contract is on arm's length terms and for full market value

Eligible Buyer means a Buyer which is identified on the Eligible Buyer List

Eligible Buyer List means each Buyer set out in Schedule 4 (*Eligible Buyer List*) **(as may be amended unilaterally by the Lender from** time **to time with notice to the Borrower, subject to any sanctions, anti-money laundering, anti-bribery and corruption, credit and other internal compliance requirements of the Lender)**

Eligible Contract means a Contract which satisfies the Eligibility Criteria

Eligible Receivable means any Receivable which:

(a) is legally and beneficially owned in its entirety by the Borrower and is not subject to any Security or other encumbrance of any type (other than the Transaction Security);

(b) is not owed by a member of the BW Group;

(c) is governed by laws of England, Singapore, Hong Kong, any US state, any other common law jurisdiction or the law of another jurisdiction acceptable to the Lender;

(d) is denominated in USD and owed to the Borrower under an Eligible Contract;

(e) constitutes an unconditional, legal, valid, enforceable and binding obligation of the relevant Eligible Buyer to pay its Face Value by the relevant payment due date relating to that Receivable;

(f) when aggregated with all other Reported Eligible Receivables owing to the Borrower by the relevant Eligible Buyer, does not exceed the Maximum Credit Limit applicable to such Eligible Buyer;

(g) has an Assessment Date falling not earlier than (each such date, the **Cut-Off Date**):

(i) in relation to a Freight in Transit Receivable, 45 days before the relevant Borrowing Base Calculation Date;

(ii) in relation to a Freight Receivable, 25 days before the relevant Borrowing Base Calculation Date; and

(iii) in relation to a Demurrage Receivable, 180 days before the relevant Borrowing Base Calculation Date;

(h) has not been extended, rescheduled, reduced, restructured, refinanced, re-aged or has otherwise had its original Assessment Date amended;

(i) has not been subject to any Dilution which exceeds the difference between the Face Value of that Receivable and the respective Borrowing Base Amount of Receivable and there has not arisen any set-off, counterclaim or deduction in respect of such Reported Eligible Receivable (other than a Demurrage Receivable);

(j) is subject to valid, first ranking Transaction Security, free from any claims, rights of set off and counterclaim, third party rights or competing interests and in respect of which all perfection requirements have been met;

(k) has not been sold or disposed of (or whose proceeds have not been sold or disposed of) by the Borrower;

(l) in respect of:

(i) any Demurrage Receivable or Freight Receivable, is evidenced by an invoice for the full Face Value of such Receivable, which invoice has been issued to the relevant Eligible Buyer on or before the date of the relevant Borrowing Base Report into which such Receivable has been included;

(ii) Freight in Transit Receivable:

(A) relates to a voyage which has begun prior to the date of the relevant Borrowing Base Report into which such Receivable has been included with all goods required to be delivered by the Borrower under the relevant Contract having been loaded on the relevant Vessel and the only obligations of the Borrower under that Contract remaining for such goods to be discharged in connection with such Freight in Transit Receivable such discharge being the completion of such voyage;

(B) is, or with effect from the date of the relevant Borrowing Base Report into which such Receivable has been included, will be supported by a partially completed voyage as evidenced by a recap;

(C) will, upon the commencement of the associated voyage, constitute an unconditional, legal, valid and binding obligation of the relevant Eligible Buyer to pay its Face Value by its payment due date relating to that Receivable following completion of the associated voyage; and

(D) is valid and freely assignable (or any consent or condition to its assignment pursuant to the Transaction Security Documents, including any perfection of such assignment, has been obtained or satisfied on or before its inclusion into the Borrowing Base Report);

(m) is not and does not represent (directly or indirectly) the property, interest in property, economic resource or similar of any person, including any Vessel, which is currently the subject or target of Sanctions or is in breach of any Sanctions; and

(n) has not been derived from or related to any activity of the Borrower or, to the Borrower's knowledge, of any Buyer, that is restricted under Money Laundering Laws.

Face Value means, in relation to a Receivable, the total amount shown or to be shown, as the case may be, on the invoice (or in the case of any Freight in Transit Receivable on the recap) that evidences or will evidence that Receivable as being the amount due from the relevant Buyer

Maximum Credit Limit means, in relation to an Eligible Buyer, the amount specified in respect of that Eligible Buyer or, on a consolidated basis, for a group of Eligible Buyers in Schedule 4 (*Eligible Buyer List*) as the "Maximum Credit Limit" in respect of that Eligible Buyer or, on a consolidated basis, that group of Eligible Buyers, or where no limit is specified in Schedule 4 (*Eligible Buyer List*) for any Eligible Buyer, the Maximum Credit Limit for that Eligible Buyer or, on a consolidated basis, for that group of Eligible Buyers shall be specified in Schedule 4 (*Eligible Buyer List*), in each case, as the same may be amended and/or replaced from time to time by the Lender (in its absolute discretion) in accordance with clause 19.5 (*Maximum Credit Limit and Eligible Buyers*)

Receivable means any present or future debt owed by a Buyer to the Borrower, pursuant to a Contract, evidenced or to be evidenced by an invoice or a recap, which debt shall include any obligation of that Buyer to pay default or other interest, to pay any other finance charges or to satisfy other liabilities under that Contract and which shall include any rights against such Buyer under the relevant Contract in connection with such debt and any services to which such debt relates to and all proceeds of such debt

19.2 Calculation of the Borrowing Base

The Borrowing Base shall be calculated as the aggregate (calculated in USD) of:

(a) 70 per cent. of the Face Value of Freight in Transit Receivables (being Eligible Receivables);

(b) 90 per cent. of the Face Value of Freight Receivables (being Eligible Receivables); and

(c) 50 per cent. of the Face Value of Demurrage Receivables (being Eligible Receivables),

(with each resulting amount calculated as outlined in clauses 19.2(a) to 19.2(c) above in relation to each Receivable, the **Borrowing Base Amount of Receivable**) (the **Borrowing Base**).

19.3 Borrowing Base Certificate and Borrowing Base Report

(a) The Borrower shall supply to the Lender:

(i) once every two weeks and no later than two Business Days after the relevant Borrowing Base Calculation Date and together with a Utilisation Request, a duly completed Borrowing Base Certificate which shall be based on the same data as the data on which is based the relevant Borrowing Base Report, together with all applicable Advance Rates; and

(ii) on each Borrowing Base Calculation Date, a duly completed Borrowing Base Report which shall be based on data as of the relevant Borrowing Base Calculation Date,

each in form and substance satisfactory to the Lender.

(b) Each Borrowing Base Certificate shall be certified by a duly authorised signatory of the Borrower or any other person acceptable to the Lender, certifying the information supplied in each Borrowing Base Certificate and Borrowing Base Report, as being true and accurate in all material respects.

(c) If in the opinion of the Lender a Borrowing Base Certificate is incorrect in any respect or the Lender requires additional information to review the Borrowing Base Certificate then the Lender may:

(i) notify the Borrower;

(ii) request supporting information in relation to any aspect of the Borrowing Base Certificate that it requires, following which the Borrower shall provide such supporting information promptly and in any event not later than two Business Days following delivery of such request or such longer period agreed between the Borrower and the Lender;

(iii) request access to the records of the Borrower to verify any aspect of the Borrowing Base Certificate; and/or

(iv) if the information and/or records provided pursuant to this clause do not provide sufficient information in order to satisfy the Lender that the calculations set out in the relevant Borrowing Base Certificate are correct or the Borrower has not corrected the Borrowing Base Certificate for any perceived inaccuracies, amend the calculation of the Borrowing Base,

and, the calculation of the Borrowing Base as amended pursuant to clause 19.3(c)(iv) above shall take effect as the then applicable Borrowing Base.

(d) If a Default has occurred and is continuing the Borrower shall provide a Borrowing Base Certificate and Borrowing Base Report on each date notified to it by the Lender.

19.4 Audit of the Borrowing Base

Until the Termination Date, the Borrower will during regular business hours as reasonably requested by the Lender permit the Lender and/or its respective agents or representatives (including independent accountants) to conduct an audit:

(a) no more than once a calendar year on a date agreed by the Borrower (acting reasonably) at the Lender's sole cost; or

(b) at any time (and as often as the Lender considers necessary or desirable) following the occurrence of any event or circumstance which in the reasonable opinion of the Lender has or is reasonably likely to have a Material Adverse Effect, as soon as reasonably practicable after the request of the Lender; or

(c) at any time (and as often as the Lender considers necessary or desirable) following the occurrence of an Insolvency Event occurring in respect of any Obligor, as soon as reasonably practicable after the request of the Lender,

of the Borrower's accounting records, financial statements, correspondence and such other documents relating to the Borrower, any Eligible Buyer, any Pool Participant, Reported Eligible Receivable, Contract, Pool Agreement, Pool, Pool Participant and/or any Vessel, in each case, as the Lender may reasonably require except to the extent that disclosure of such information will breach any law, regulation stock exchange requirement or listing rule. Such audits shall include procedures to reasonably satisfy the Lender as to the accuracy of the information delivered from time to time by the Borrower to the Lender, the existence of the Reported Eligible Receivables, the Borrower's compliance with the Transaction Documents, the compliance of such Reported Eligible Receivables with the representations, warranties and covenants provided in connection with such Reported Eligible Receivables and the applicable Eligible Buyer in the Transaction Documents and evidence as to their performance. For the purposes of such audits, the Borrower will permit the Lender and/or its respective agents (or representatives (including independent accountants) to:

(i) examine and make copies of and abstracts from all books, records, documents (including, without limitation, computer tapes, disks and other forms of media storage) and collection systems in the possession or under its control relating to the Reported Eligible Receivables and the associated Contracts and invoices; and

(ii) to visit its offices and properties for the purpose of examining such materials described above and to discuss matters relating to the Reported Eligible Receivables or its performance under this Agreement with any of its officers or employees having knowledge of such matters.

The properly incurred fees, costs and expenses of the Lender and its agents and representatives (except any fees, costs and expenses incurred pursuant to clause 19.4(a) which shall be borne by the Lender) as approved in advance by the Borrower (such approval not to be unreasonably withheld or delayed) including any independent public accountant in connection with such audits, examinations, reports and visits shall be borne by the Borrower and paid within 10 Business Days of written demand from the Lender and the Borrower shall effect such steps as such audits, examinations, reports or visits have reasonably concluded it should take.

19.5 Maximum Credit Limit and Eligible Buyers

The Lender may at any time, in its absolute discretion, amend and/or replace or remove any Eligible Buyer or otherwise amend any Maximum Credit Limit or Schedule 4 (*Eligible Buyer List*) and such amendment shall be effective from the date specified by the Lender as the effective date for such amendment (notwithstanding that the Borrower may only be notified of such amendment after its effective date).

20 Financial Covenants

The Guarantor undertakes that this clause 20 will be complied with for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

20.1 Financial definitions

In this clause 20:

Adjusted Equity means the total equity presented in the Guarantor's most recent consolidated financial statements provided to the Lender pursuant to clause 18.1 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security, other than pursuant to the Transaction Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

in the case of cash in hand or cash deposits held by a member of the Group other than the Guarantor, is (in the opinion of the Lender, upon such documents and evidence as the Lender may reasonably require the Guarantor to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Guarantor within five Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Guarantor to that member of the Group

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognized trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five days' notice; or

(e) any other debt security approved by the Lender,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than under the Transaction Security Documents)

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six months held with reputable international banks

Current Liabilities means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities

Long Term Liabilities means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP))

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis

20.2 Financial covenants

The Guarantor shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis, the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity;

(b) **Minimum Adjusted Equity:** On a consolidated basis, the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than USD350,000,000; and

(c) **Minimum Liquidity:** On a consolidated basis, the Minimum Liquidity shall at all times be equal to or greater than USD60,000,000 of which USD30,000,000 may consist of Credit Lines.

20.3 Financial testing

The financial covenants set out in clause 20.2 (*Financial covenants*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Guarantor and by reference to each of the financial statements delivered in respect of the Guarantor pursuant to clause 18.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 18.2 (*Compliance Certificate*).

21 General Undertakings

The undertakings in this clause 21 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

21.1 Authorisations

(a) If requested by the Lender, each Obligor shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Lender of any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

(A) enable it to perform its obligations under the Transaction Documents to which it is a party;

(B) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document to which it is a party; and

(C) carry on its business.

(b) Each Obligor shall promptly make the registrations and comply with the other requirements specified in clause 17.6 (*Registration requirements*).

21.2 Compliance with laws

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Transaction Documents.

21.3 Negative pledge

In this clause 21.3, **Quasi-Security** means an arrangement or transaction described in (b) below.

(a) The Borrower shall not create or permit to subsist any Security over any of its Security Assets or any of its other assets in connection with the Pools (including any Contract and any Pool Agreement).

(b) In respect of its Security Assets, the Borrower shall not:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Borrower;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Clauses 21.3(a) and (b) above do not apply to any Security or (as the case may be) Quasi-Security entered into pursuant to any Finance Document.

(d) The Borrower shall not create or permit to subsist any Security or Quasi-Security over any of its assets securing indebtedness entered into by the Borrower for the purpose of financing its working capital purposes in the normal course of its business operations (including the Financial Indebtedness incurred pursuant to the Finance Documents) the aggregate principal amount of which exceeds USD500,000,000 (or its equivalent in another currency or currencies).

(e) The Borrower shall give the Lender not less than five Business Days' prior written notice of the creation or substance of any Security or Quasi-Security.

21.4 Disposals

Unless permitted by and made in accordance with the terms of this Agreement, the Borrower shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Security Asset or any of its other assets in connection with the Pools (including any Contract and any Pool Agreement).

21.5 Arm's length basis

No Obligor shall enter into any transaction with any person except on arm's length terms and for full market value.

21.6 Loans or credit

(a) The Borrower shall not be a creditor in respect of any Financial Indebtedness.

(b) Clause 21.6(a) above does not apply to any Financial Indebtedness provided by the Borrower as creditor:

(i) in its capacity as Pool Manager (as such term is defined in the Pool Agreements) to a Pool Participant under any Pool Agreement provided that such Financial Indebtedness is subject to Transaction Security;

(ii) to a pool participant with whom the Borrower has entered into a pool agreement pursuant to which the pool participant agrees to enter vessels owned or chartered in by such pool participant into a pool of vessels which vessels are commercially employed or managed by the Borrower (other than a Pool Participant under any Pool Agreement which is covered by clause 21.6(b)(i) above), for the purpose of financing such pool participant's working capital purposes in the normal course of its business operations; and

(iii) to any of the Borrower's Affiliates (other than a Pool Participant under any Pool Agreement which is covered by clause 21.6(b)(i) above) for the purpose of financing the normal course of such Affiliate's business operations,

provided that, in each case:

(A) no Default has occurred or would result from providing such Financial Indebtedness; and

(B) such Financial Indebtedness does not result in a breach of clause 3 (*Purpose*) or of any other provision of this Agreement.

21.7 No guarantees or indemnities

(a) The Borrower, in its capacity as pool manager, shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person.

(b) Without prejudice to clause 21.7(a) above, the Borrower, in any capacity (other than its capacity as pool manager which is covered under clause 21.7(a) above), shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person if a Default has occurred or would result from providing such guarantee.

21.8 Dividends and share redemption

On and at any time after the occurrence of a Default which is continuing (or if a Default may occur as a result therefrom), no Obligor shall:

(a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(b) repay or distribute any dividend or share premium reserve;

(c) pay or allow any Obligor to pay any management, advisory or other fee to or to the order of any of the shareholders of an Obligor; or

(d) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.

21.9 Financial Indebtedness

(a) The Borrower shall not incur or allow to remain outstanding any Financial Indebtedness entered into by it for the purpose of financing its working capital purposes in the normal course of its business operations, including in connection with the Pools.

(b) Clause 21.9(a) above does not apply to:

(i) any Financial Indebtedness incurred pursuant to any Finance Documents; and

(ii) any Financial Indebtedness incurred, provided that:

(A) the aggregate principal amount of such Financial Indebtedness (including the Financial Indebtedness incurred pursuant to the Finance Documents) does not exceed USD500,000,000 (or its equivalent in another currency or currencies);

(B) such Financial Indebtedness is not in connection with the Pool Agreements; and

(C) no Default has occurred or would result from incurring such Financial Indebtedness.

(c) The Borrower shall give the Lender not less than five Business Days' prior written notice of the incurrence of any Financial Indebtedness.

(d) Notwithstanding clause 21.9(b) above, the Borrower shall not procure any double-financing, and in particular it shall not request or accept any financing from any financial institution other than the Lender using the same invoices, bills, warehouse receipts and/or underlying documents which have been submitted to the Lender in relation to any Loan.

(e) The Guarantor shall not incur or allow to remain outstanding any Financial Indebtedness in breach of clause 20 (*Financial Covenants*).

21.10 Merger

No Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction except a merger where the Borrower has demonstrated to the satisfaction of the Lender that:

(a) the Borrower is and will be the surviving entity of that merger and the Borrower retains all of its business and assets;

(b) such merger is on a solvent basis;

(c) no Change of Control and no Default has occurred at the time of the merger or would reasonably be expected to result from such merger;

(d) such merger would not reasonably be expected to have a Material Adverse Effect;

(e) following such merger:

(i) the Borrower remains liable for its obligations under the Finance Documents and the Lender has the same rights and remedies against (or in respect of) the Borrower under the Finance Documents; and

(ii) the Security conferred or intended to be conferred on the Lender by or pursuant to the Transaction Security Documents continues to be effective;

(f) the Lender has been given a 30 Business Days' prior notice by the Borrower of such merger; and

(g) the Borrower has provided to the Lender, promptly upon request and in any event before the completion of such merger, any Authorisation, documentation, opinion, assurance and other evidence which the Lender (acting reasonably) considers to be necessary or desirable in connection with such merger (and in particular in order for the Lender to conduct all "know your customer" and other similar procedures that it is required (or deems desirable) to conduct).

21.11 Change of business

Each Obligor shall procure that no substantial change is made to the general nature of the business of an Obligor from that carried on at the date of this Agreement.

21.12 Acquisitions

The Borrower shall not, without the consent of the Lender:

(a) acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or

(b) incorporate a company.

For avoidance of doubt, this clause 21.12 does not apply to the setting up of branches of the Borrower.

21.13 Environmental compliance

Each Obligor shall:

(a) comply with all Environmental Laws;

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits; and

(c) implement procedures as per industry standards to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to have a Material Adverse Effect.

21.14 Environmental Claims

Each Obligor shall, promptly upon becoming aware of the same, inform the Lender in writing of:

(a) any Environmental Claim against any Obligor which is current, pending or threatened; and

(b) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any Obligor,

where the claim, if determined against that Obligor, has or is reasonably likely to have a Material Adverse Effect.

21.15 Anti-Corruption Laws

(a) The Borrower shall not (and shall ensure that no other member of the Group will) directly or indirectly use the proceeds of any Facility for any purpose which would breach any Anti-Corruption Laws.

(b) Each Obligor shall (and shall ensure that each other member of the Group will):

(i) conduct its businesses in compliance with Anti-Corruption Laws;

(ii) maintain policies and procedures designed to promote and achieve compliance with such laws; and

(iii) take all reasonable and prudent steps to ensure that each of its Affiliates, agents, directors, employees and officers comply with such laws.

21.16 Taxation

(a) Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(i) such payment is being contested in good faith;

(ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Lender under clause 18.1 (*Financial statements*); and

(iii) such payment can be lawfully withheld.

(b) Except as approved by the Lender (such consent not to be unreasonably withheld), no Obligor may change its residence for Tax purposes.

21.17 Insurance

Each Obligor shall maintain:

(a) insurances on and in relation to its business and assets with reputable underwriters or insurance companies and to the extent usually insured against by prudent companies located in the same or a similar location and carrying on a similar business; and

(b) insurances required by applicable law or pursuant to any Contract and Pool Agreement.

21.18 Contracts and Pool Agreements

(a) The Borrower shall:

(i) comply in all material respects with its obligations under each Contract and Pool Agreement in the manner and at the times required in that Contract or Pool Agreement (as relevant);

(ii) use commercially reasonable efforts to procure that each Buyer duly complies in all material respects with its payment and other material obligations under that Contract in the manner and at the times required in that Contract (and in accordance with the directions of the Lender from time to time given pursuant to the terms of the Finance Documents); and

(iii) use reasonable efforts to procure that each Pool Participant duly complies in all material respects with its payment and other material obligations under that Pool Agreement in the manner and at the times required in that Pool Agreement (and in accordance with the directions of the Lender from time to time given pursuant to the terms of the Finance Documents);

(iv) not take or omit to take any action that might result in:

(A) any default on any of its payment, delivery and other material obligations under a Contract or Pool Agreement;

(B) any right to terminate a Contract becoming exercisable by the Buyer;

(C) any counterclaim or right of set off arising under a Contract other than any set-off under a Contract that occurs prior to an Event of Default that is continuing, and in the ordinary course of trading as part of the settlement of final invoices for deliveries made thereunder; or

(D) any counterclaim or right of set off arising under a Pool Agreement other than any set-off under a Pool Agreement that occurs prior to an Event of Default that is continuing, and in the ordinary course of business.

(b) Subject to any provision of the Transaction Documents to the contrary, the Borrower shall diligently pursue any remedies available to it in respect of any breach or claim arising in relation to each Contract and Pool Agreement.

(c) The Borrower shall not permit, consent or otherwise agree to the transfer or assignment by any counterparty to a Contract or Pool Agreement of all or any of its obligations.

(d) The Borrower shall ensure that each Contract and Pool Agreement does not contain any restrictions or prohibitions on assignment or other grant of Security over its rights under that Pool Agreement or any Contract, unless such restrictions or prohibitions have been expressly and irrevocably waived.

21.19 Amendments

(a) Subject to clause 21.19(b) below, the Borrower shall not without the prior written consent of the Lender:

(i) amend, vary, novate, supplement, supersede, waive, give notice to terminate or cancel or terminate or cancel any term of a Contract, Pool Agreement or any Reported Eligible Receivable;

(ii) knowingly consent to any act or decision that would constitute a material breach of any Contract, Pool Agreement or any Reported Eligible Receivable or otherwise adversely affect any rights of the Lender thereunder or in relation thereto;

(iii) make, or agree to the cancellation, suspension, rescission, repudiation or other termination of any Contract, Pool Agreement or any Reported Eligible Receivable; or

(iv) seek relief from performance of its obligations under any Contract, Pool Agreement or any Reported Eligible Receivable, whether under any time limit for claims or any other provision, unless such relief would not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower may agree to any amendment, modification, waiver, variation, supplementation, supersession, novation, suspension, rescission, repudiation, cancellation or termination or other relief to:

(i) the extent that that amendment, waiver, variation, supplementation, supersession, novation, suspension, rescission, repudiation, cancellation or termination or other relief would not reasonably be expected to have a Material Adverse Effect on the interests of the Lender;

(ii) replace or extend the term of any Contract, Pool Agreement or any Reported Eligible Receivable on terms not materially less favourable to the Borrower; or

(iii) the operational, technical or administrative provisions of any Contract or Pool Agreement or any Reported Eligible Receivable so long as, in relation to any Contract or any Reported Eligible Receivable, there is no change to the payment terms, bank account details, any pricing, valuation or expenses or any other provision or item referred to or listed in the definition of “Eligibility Criteria”, “Eligible Buyer”, “Eligible Contract” or “Eligible Receivables”,

provided that, in each case, the Borrower notifies the Lender of the amendment, modification, waiver, variation, supplementation, supersession, novation, suspension, rescission, repudiation, cancellation or termination or other relief as soon as reasonably practicable after it is agreed.

21.20 Collection Accounts

(a) The Borrower shall have sole signing rights on each Collection Account.

(b) The Borrower shall at all times:

(i) ensure that each Collection Account is at all times subject to fully perfected Transaction Security; and

(ii) ensure that the Collection Accounts remain free from any Security or Quasi-Security other than Transaction Security and any Security in favour of the relevant account bank under its general terms and conditions.

(c) The Borrower shall issue irrevocable payment instructions to each counterparty to a Contract to pay all proceeds under each Contract to its relevant Collection Account.

(d) The Borrower shall use its best efforts to ensure that each counterparty to a Contract complies with the irrevocable payment instructions referred to in clause 21.20(c) above.

(e) The Borrower shall ensure that each Pool Bank Account (as defined in each relevant Pool Agreement) is a Collection Account.

(f) (i) On and at any time after the occurrence of a Default which is continuing, the Borrower shall ensure that, or (ii) during any other time, the Borrower shall use its best efforts to ensure that, any proceeds and other amounts received by it under or in respect of any Eligible Receivable into any bank account other than a Collection Account are paid, not later than on the third Business Day following receipt, directly and solely into a Collection Account and, pending such payment, shall hold the same on trust for the Lender.

(g) The Borrower irrevocably authorises the Lender to apply amounts credited to any Collection Account to meet the Borrower's payment obligations under the Finance Documents and the Borrower may itself withdraw amounts from any Collection Account at any time to (i) pay amounts due and payable under the Finance Documents (in each case, in accordance with clause 25.1 (*Payments to the Lender*)), or (ii) to comply with its obligations under the Pool Agreements.

(h) If:

(i) a Default is continuing; or

(ii) a BB Shortfall or an LTV Shortfall has occurred and has not been remedied or would occur as a result of that withdrawal,

the Borrower may not, without the prior written consent of the Lender, withdraw any amount from or allow any amount to be debited from a Collection Account except in accordance with (g)(i) above.

(i) The Borrower may not, without the prior written consent of the Lender, withdraw any amount from or allow any amount to be debited from a Collection Account otherwise than in accordance with this clause 21.20.

21.21 *Pari passu* ranking

Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

21.22 Further assurance

(a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law; and/or

(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

21.23 Specific Undertakings

The Borrower shall:

(a) implement administrative and operating procedures to retain and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Reported Eligible Receivables or in order to comply with applicable laws and regulations, and provide the Lender with access to or copies of such records and documentation promptly on reasonable request;

(b) refrain from any action which might in any way materially prejudice or limit the Lender's rights under or in respect of any Reported Eligible Receivable;

(c) promptly provide the Lender with any information that the Lender reasonably requests in relation to any Reported Eligible Receivable or any Eligible Buyer;

(d) promptly upon becoming aware, to notify the Lender if:

(i) all or any part of any Reported Eligible Receivable is not likely to be paid in full;

(ii) any of the Borrower's representations about the Reported Eligible Receivable becomes untrue in any material respect; or

(iii) any Reported Eligible Receivable is or becomes subject to any breach of Sanctions, or if there is any nexus or other connection to a Restricted Party or Sanctioned Country in breach of any Sanctions, or if the Borrower or any Buyer, or any director, officer or employee of the Borrower or any Buyer, is or becomes a Restricted Party which would in the case of a Buyer, result in the Borrower being in breach of Sanctions; and

(e) not amend the instructions given to any Buyer in accordance with the Finance Documents or give any other instructions that are inconsistent with any terms of the Finance Documents.

21.24 Listing

The Guarantor shall at all times during the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension*)) maintain the listing of its shares on a stock exchange on which it is presently listed (or any other stock exchange acceptable to the Lender with its prior written consent) and shall not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause).

21.25 Sanctions

Each Obligor shall comply (and shall procure that each other member of the Group shall comply) in all respects with all applicable Sanctions.

21.26 Loan to Value

(a) The Borrower shall ensure that the Loan to Value does not, at any time, exceed 60 per cent.

(b) The Lender may make a determination of the Loan to Value on each Loan to Value Determination Date based on the latest Borrowing Base Certificate provided by the Borrower.

21.27 Borrowing Base Shortfall

(a) The Borrower shall ensure at all times that the Outstandings do not exceed the Borrowing Base.

(b) The Borrower shall notify the Lender of any BB Shortfall promptly upon becoming aware of its occurrence (unless the Borrower is notified of the BB Shortfall by the Lender).

22 Events of Default

Each of the events or circumstances set out in clause 22 is an Event of Default (save for clause 22.23 (*Acceleration*)).

22.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by an administrative or technical error; and

(b) payment is made within three Business Days of its due date.

22.2 Financial covenants and other obligations

(a) Any requirement of clause 20 (*Financial Covenants*) is not satisfied save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Lender in accordance with clause 18.2 (*Compliance Certificate*).

(b) The Borrower does not comply with any provision of any Transaction Security Document.

22.3 Borrowing Base

The Borrower does not comply with any provision of clause 18.6 (*Borrowing Base Requirements*), clause 19.1 (*Definitions*), clause 19.2 (*Calculation of the Borrowing Base*), clause 19.3 (*Borrowing Base Certificate and Borrowing Base Report*) or clause 21.20 (*Collection Accounts*).

22.4 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 22.1 (*Non-payment*), clause 22.2 (*Financial covenants and other obligations*), clause 22.3 (*Borrowing Base*), clause 22.19 (*Borrowing Base Shortfall*) or clause 22.20 (*Loan to Value Shortfall*)).

(a) No Event of Default under clause 22.4(a) above will occur if the failure to comply is capable of remedy and is remedied within five Business Days of the earlier of:

(i) the Lender giving notice to the relevant Obligor; and

(ii) the relevant Obligor becoming aware of the failure to comply.

22.5 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of an Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

22.6 Cross default

(a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).

(d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Event of Default will occur under this clause 22.6 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 22.6(a) to (d) is less than US$30,000,000 (or its equivalent in any other currency or currencies).

22.7 Insolvency

(a) An Obligor:

(i) is unable or admits inability to pay its debts as they fall due;

(ii) suspends making payments on any of its debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) A moratorium is declared in respect of any indebtedness of any Obligor.

22.8 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor other than a solvent liquidation or reorganisation of the Guarantor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;

(c) the appointment of a liquidator (other than in respect of a solvent liquidation of the Guarantor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets; or

(d) enforcement of any Security over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

This clause 22.8 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 15 days of commencement.

22.9 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor and is not discharged within 30 days.

22.10 Unlawfulness and invalidity

(a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

(b) Any obligation or obligations of an Obligor under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents.

(c) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender) to be ineffective.

(d) The ranking or priority of the security interest created by any Transaction Security Document is adversely affected.

22.11 Repudiation and rescission of agreements

An Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

22.12 Cessation of business

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

22.13 Litigation

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened, or any judgment or order of a court, arbitral body or agency is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against any Obligor or its assets which have or are reasonably likely to have a Material Adverse Effect.

22.14 Expropriation

The authority or ability of any Obligor to conduct its business is materially limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets or the shares in that Obligor (including without limitation the displacement of all or part of the management of any Obligor).

22.15 Contracts and Pool Agreements

(a) Subject to the terms of this Agreement, any Contract or Pool Agreement is amended, varied or waived in a way that, in the opinion of the Lender, is reasonably likely to have a Material Adverse Effect.

(b) Subject to the terms of this Agreement, an event or circumstance occurs that gives rise to, or might reasonably be expected to give rise to, the termination, frustration, repudiation, rescission or cancellation of any Contract or Pool Agreement, or to a right to effect or make such termination, repudiation, rescission or cancellation in a way that, in the opinion of the Lender, is reasonably likely to have a Material Adverse Effect.

22.16 Accounts

Unless with the prior written consent of the Lender, any Collection Account is closed or requested to be closed (other than in accordance with the terms of this Agreement).

22.17 Security

Any Transaction Security Document is not in full force and effect or does not create in favour of the Lender the Security which it is expressed to create with the ranking and priority it is expressed to have.

22.18 Material adverse change

Any event or circumstance occurs which the Lender reasonably believes has or is reasonably likely to have a Material Adverse Effect.

22.19 Borrowing Base Shortfall

(a) On the first Business Day after a BB Shortfall Remedy Period the Lender determines that there is still a BB Shortfall and (a) the balance on any Collection Account is not positive, or (b) following a transfer from the Collection Account(s) to be applied in prepayment or repayment of the Loan referred to in clause 7.3(c) (*Mandatory prepayment – Borrowing Base*), the Shortfall is not remedied.

(b) Without prejudice to clause 7.3 (*Mandatory prepayment – Borrowing Base*), the Borrower does not comply with its obligations under clause 21.27 (*Borrowing Base Shortfall*).

22.20 Loan to Value Shortfall

On the last day of an LTV Shortfall Remedy Period the Lender determines that there is still an LTV Shortfall and:

(a) the balance on any Collection Account is not positive, or

(b) following a transfer from the Collection Account(s) to be applied in prepayment or repayment of the Loan referred to in clause 7.4(b) (Mandatory *prepayment – Loan to Value*), the LTV Shortfall is not remedied.

22.21 Declared company

An Obligor is declared by the Minister for Finance of Singapore to be a company to which Part 9 of the Companies Act 1967 of Singapore applies.

22.22 Cross Acceleration

An acceleration notice (howsoever described) or any notice of demand for payment issued after acceleration (howsoever described) has occurred under the terms of such document has been issued under any document evidencing Financial Indebtedness (whether present or future, actual or contingent) of any Obligor in accordance with the requirements of that document.

22.23 Acceleration

On and at any time after the occurrence of an Event of Default the Lender may:

(a) by notice to the Borrower:

(i) cancel the Available Amount at which time such Available Amount shall immediately be cancelled and the Facility shall immediately cease to be available for immediate Utilisation;

(ii) declare that all or part of the Utilisations, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;

(iii) declare that all or part of the Utilisations be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or

(b) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 8

Changes to Parties

23 Changes to the Parties

23.1 Assignments and transfers by the Lender

(a) The Lender may at any time (whether in whole or in part):

(i) assign any of its rights; or

(ii) transfer by novation any of its rights and obligations,

under this Agreement and/or under any other Finance Document to any Affiliate or another branch of the Lender or any other bank or financial institution or a trust, fund, investor or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

(b) The consent of the Obligors is required for a transfer or assignment by the Lender under the Finance Documents, unless the assignment or transfer is (i) to an Affiliate or another branch of the Lender or (ii) made at any time on or after the occurrence of a Default.

(c) The consent of the Obligors to a transfer or assignment must not be unreasonably withheld or delayed. The Obligors will be deemed to have given their consent five Business Days after the Lender has requested it unless consent is expressly refused by an Obligor within that time.

(d) Each Obligor shall promptly do all such acts or execute all such documents (including any agreements, notices or acknowledgements) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) to facilitate transfer by the Lender of its rights and/or obligations under this Agreement, including by way of novation.

(e) If the Lender assigns any of its rights, benefits and obligations hereunder all references in this Agreement to the Lender shall be construed as a reference to the Lender and its assignee or assignees to the extent of their respective interests.

23.2 Security over Lender's rights

In addition to the other rights provided to the Lender under this clause 23, the Lender may, without consulting with or obtaining consent from the Obligors, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

23.3 Assignments and transfers by Obligors

Each Obligor may not assign or otherwise transfer its rights, benefits or obligations or any of them hereunder.

23.4 Costs

Notwithstanding any other term of this Agreement, the Lender and/or its assignee(s) shall be responsible for any fees, costs and expenses (including legal fees) incurred by the Parties in connection with this clause 23.

Section 9

Application of Proceeds

24 Application of Proceeds

24.1 Order of application

Subject to clause 24.2 (*Prospective liabilities*), all amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this clause 24, the **Recoveries**) shall be held by the Lender to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 24), in the following order:

(a) in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Transaction Security; and

(b) in payment to the Lender in accordance with this Agreement.

24.2 Prospective liabilities

Following acceleration or enforcement of any of the Transaction Security the Lender may, in its discretion, hold any amount of the Recoveries in suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under clause 24.1 in respect of:

(a) any sum to the Lender; and

(b) any part of the Secured Obligations,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

24.3 Investment of proceeds

Except as otherwise provided in any Transaction Security Document, the Lender may:

(a) invest any Recoveries in its name or under its control in any investments which may be selected by the Lender; or

(b) place any Recoveries on deposit in its name or under its control at any bank or institution (including itself) and on such terms as the Lender may agree,

pending the application from time to time of those moneys in the Lender's discretion in accordance with the provisions of this clause 24.3.

24.4 Currency recoveries

(a) The Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.

(b) The obligations of an Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

24.5 Permitted deductions

The Lender shall be entitled, in its discretion:

(a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement; and

(b) to pay all Taxes which may be assessed against it in respect of any of the assets subject to the Transaction Security, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

24.6 Delegation by the Lender

(a) Each of the Lender, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

(b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

(c) No Lender or Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

Section 10

Administration

25 Payment Mechanics

25.1 Payments to the Lender

(a) On each date on which an Obligor is required to make a payment under a Finance Document that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender, in each case, specifies.

(c) Without prejudice to the obligations of the Obligors under the Finance Documents, the Lender may at any time apply any credit balance (whether or not it is then due) to which the Borrower is at any time beneficially entitled on any Collection Account in (or towards) satisfaction of any unpaid sum then due and payable by an Obligor to the Lender under the Finance Documents regardless of the place of payment, booking branch or currency of either obligation. If such balances are in different currencies, the Lender may convert either balance at its Spot Rate for the purpose of the set-off.

(d) The Borrower irrevocably and unconditionally authorises the Lender to debit any Collection Account or any other bank account held in the Borrower's name with the Lender; and/or instruct any Affiliate of the Lender (each a **Deposit Bank**) to debit any Collection Account or any other bank account held in the Borrower's name with that Deposit Bank, for any amount due by the Borrower to the Lender under any Finance Document. Following receipt of such instructions (a copy of which the Lender shall provide to the Borrower), that Deposit Bank shall promptly debit the relevant account(s) for the amount instructed and pay such amount to the Lender (without any reference to or further authority from the Borrower or any other person and without any enquiry as to the justification for the instruction or the validity of the same); and the Lender shall apply such monies towards payment of any amount due to the Lender from the Borrower under the Finance Documents. Each Deposit Bank is authorised to disclose any information in relation to any such account(s) to the Lender at the Lender's request.

25.2 Partial payments

(a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Lender shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;

(ii) **secondly**, in or towards payment of any principal due but unpaid under this Agreement; and

(iii) **thirdly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Lender may vary the order set out in (a)(i) to (a)(iii) above.

(c) Clauses 25.2(a) and 25.2(b) above will override any appropriation made by the Borrower.

25.3 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

25.4 Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

25.5 Currency of account

(a) Subject to clauses 25.5(b) and 25.5(c) below, USD is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(c) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

25.6 Change of currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Market and otherwise to reflect the change in currency.

26 Set-Off

The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

27 Notices

27.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

27.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower, that identified with its name below;

(b) in the case of the Guarantor, that identified with its name below; and

(c) in the case of the Lender, that identified with its name below,

or any substitute address or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice.

27.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 27.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

(c) Any communication or document which becomes effective, in accordance with (a) to (b) above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following day.

27.4 Notification of address

Promptly upon changing its address, the Lender shall notify the Obligors.

27.5 Electronic communication

Subject to the provisions of clause 27.6 (*Additional rules for communications*):

(a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice;

(b) Any such electronic communication or delivery as specified in (a) above to be made between an Obligor and the Lender may only be made in that way to the extent that the relevant Obligor and the Lender agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery;

(c) Any such electronic communication or document as specified in (a) above made between or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose;

(d) Any electronic communication or document which becomes effective, in accordance with (c) above, after 5:00pm in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day; and

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this clause 27.6.

27.6 Additional rules for communications

(a) For the purposes of this clause 27.6:

Confirmer has the meaning given to that term in clause 27.6(d).

Communication is any communication, instruction, or request from an Obligor or appearing to be from or on behalf of an Obligor to the Lender that appears on its face to be sent by or on behalf of any person in the Obligor, regardless of the means of transmission, including but not limited to, electronic and digital transmission.

Electronic Signature is created on a Signature Platform and is the digital representation of a signature or other digital mark adopted as a digital signature that evidences the signer's intent to be bound by the terms of the document subject to the digital signature.

Instructor is each person listed in Part A of Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*), each person listed in any board resolution, mandate, power of attorney, or other document provided by the Borrower from time to time purporting to evidence Borrower authority, and each person that appears to have sent a Communication.

Signature Platform is a technology or online service such as DocuSign (or any other digital signature service or platform acceptable to the Bank in its sole discretion) which allows for the creation of an Electronic Signature and transmission of other communications.

Secured Instruction is a Communication that is made via SWIFT or any other secured electronic platforms offered by the Lender or a third party that the Lender recognises, in its sole discretion, as providing a Secured Instruction.

(b) In relation to this and any other agreement between the Lender (including its Affiliates and branches) and the Borrower, the Lender is authorised to rely upon and act without further inquiry upon any Communication from any Instructor regardless of any error or fraud in the Communication. The Borrower hereby irrevocably and unconditionally agrees to indemnify the Lender in full on demand against any cost, loss, or liability of any nature (whether direct or indirect, actual or contingent) suffered by the Lender as a result of the Borrower's reliance on and/or acting on any Communication, or as a result of any error in transmission or quality of any Communication.

(c) A Communication may be transmitted by use of a Signature Platform. The Lender is entitled to rely on the Electronic Signature from the Signature Platform, without any further investigation whatsoever, if that Electronic Signature bears a Borrower email address listed in Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*).

(d) A **Confirmer** is each person listed in Part B of Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*). Except for Secured Instructions, the Lender reserves the right in its sole discretion to require the content of a Communication be confirmed by a Confirmer via a call back.

(e) An Instructor listed in Part A of Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*) may replace or supplement the list of individuals listed in Schedule 4 (*Eligible Buyer List*) from time to time by submitting an additional form of Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*), and by indicating whether the new form of Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*) serves as a replacement or supplement. Such changes to Schedule 8 (*Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd. (registration number 201412492D)*) shall be effective upon the Lender communicating its acceptance of the new schedule.

(f) Provisions of this clause 27.6 shall apply notwithstanding anything to the contrary in any Finance Document.

27.7 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

28 Calculations and Certificates

28.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

28.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

28.3 Day count convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the Relevant Market differs, in accordance with that market practice); and

(ii) subject to (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to two decimal places.

29 Partial Invalidity

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

30 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

31 Confidential Information

31.1 Confidentiality

The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 31.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

31.2 Disclosure of Confidential Information

The Lender may disclose:

(a) to any of its branches, representative offices, Affiliates, and third parties selected by the Lender or any of the foregoing and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives (each such person or entity being a **Recipient**) and each Recipient may disclose such Confidential Information between each other as that Recipient shall consider appropriate (including, without limitation, in connection with the provision of any services hereunder and for data processing, statistical and risk analysis purposes) if any person to whom the Confidential Information is to be given pursuant to this clause 31.2(a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and, in each case, to any of that person's Affiliates, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or an Obligor and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom clauses 31.2(b)(i) or 31.2(b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf);

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clauses 31.2(b)(i) or 31.2(b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, quasi-government, administrative, banking, taxation or other regulatory authority or supervisory body or similar body or authority, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 23.2 (*Security over Lender's rights*);

(viii) who is a Buyer or Pool Participant, such Confidential Information as is reasonably necessary in connection with the perfection of any Transaction Security Document or the enforcement of, or the preservation of the Lender's rights under, any Finance Document and the Transaction Security and any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security or enforcing these rights;

(ix) who is a Party; or

(x) with the consent of the Borrower,

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to clauses 31.2(b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to clause 31.2(b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; or

(C) in relation to clause 31.2(b)(v), (b)(vi) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances; and

(c) to any person appointed by the Lender or by a person to whom clauses 31.2(b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 31.2(c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Obligors and the Lender; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or an Obligor if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

31.3 Further disclosure

This clause 31 (*Confidential Information*) is not, and shall not be deemed to constitute, an express or implied agreement by the Lender for a higher degree of confidentiality than that prescribed in any applicable law or regulation.

31.4 Entire agreement

This clause 31 (*Confidential Information*) constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

31.5 Inside information

The Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

31.6 Notification of disclosure

The Lender agrees (to the extent permitted by law and regulation) to inform the Obligors:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 31.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 31 (*Confidential Information*).

31.7 Continuing obligations

The obligations in this clause 31 (*Confidential Information*) are continuing and, in particular, shall survive and remain binding on the Lender for a period of twelve months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and the Facility Amount has been fully cancelled or otherwise ceases to be available; and

(b) the date on which the Lender otherwise ceases to be the Lender.

31.8 Personal Data Protection Act

For the purposes of the Personal Data Protection Act (2012) of Singapore (the **Act**), each Obligor acknowledges that they have read and understood the Customer Circular relating to the Personal Data Protection Act (for Corporate and Institutional Customers) (**Privacy Circular**), which is available at www.citibank.com.sg/icg/pdpacircular or upon request, and which explains the purposes for which the Lender may collect, use, disclose and process (collectively, **process**) personal data of natural persons. Each Obligor warrants that to the extent required by applicable law or regulation, they have provided notice to and obtained consent from relevant natural persons to allow the Lender to process their personal data as described in the Privacy Circular as may be updated from time to time, prior to disclosure of such personal data to the Lender. Each Obligor further warrants that any such consent has been granted by these natural persons.

32 Bail-In

32.1 Bail-in clause

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each Obligor acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

32.2 Definitions

In this clause 32:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms

Bail-In Action means the exercise of any Write-down and Conversion Powers

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to the United Kingdom, the UK Bail-In Legislation; and

(c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers

UK Bail-In Legislation means Part 1 of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings)

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(c) in relation to any other applicable Bail-In Legislation:

    (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

33 Counterparts

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

Section 11

Governing Law and Enforcement

34 Governing Law

This Agreement is governed by, and shall be construed in accordance with, Singapore law.

35 Enforcement

35.1 Jurisdiction of Singapore courts

(a) The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a **Dispute**).

(b) The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) Notwithstanding clauses 35.1(a) and 35.1(b) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Secured Parties may take concurrent proceedings in any number of jurisdictions.

35.2 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, the Guarantor:

(i) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document; and

(ii) agrees that failure by an agent for service of process to notify the Guarantor of the process will not invalidate the proceedings concerned.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Guarantor must immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

36 Waiver of Immunity

36.1 Waiver of immunity

Each Obligor irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1

Conditions Precedent

1 The Obligors

(a) A copy of the constitutional documents of each Obligor.

(b) A copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors of each Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request, Borrowing Base Certificate and Borrowing Base Report) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

(d) Certificates of (i) a director of the Borrower and (ii) a secretary or an assistant secretary of the Guarantor confirming that borrowing or guaranteeing or securing, as appropriate, the Facility Amount would not cause any borrowing, guaranteeing or similar limit binding on such Obligor to be exceeded.

(e) A copy of any power of attorney under which any person is to execute any of the Finance Documents on behalf of any Obligor.

(f) Certificates of (i) a director of the Borrower and (ii) a secretary or an assistant secretary of the Guarantor certifying that each copy document relating to it specified in this Schedule 1 (*Conditions Precedent*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney referred to in paragraphs (b) and (e) above have not been revoked.

2 Finance Documents

(a) This Agreement duly executed by each party to it.

(b) The Debenture duly executed by each party to it.

(c) A copy of all notices required to be sent under the Debenture, executed by the Borrower, duly acknowledged by the addressee (if required under the Debenture).

(d) Evidence of registration of particulars of the Debenture at the Accounting and Corporate Regulatory Authority in Singapore under Section 131 of the Companies Act 1967 of Singapore.

3 Legal opinions

(a) A legal opinion in relation to Singapore law from Norton Rose Fulbright (Asia) LLP addressed to the Lender, substantially in the form distributed to the Lender prior to signing this Agreement.

(b) A legal opinion in relation to Bermuda law from Conyers Dill & Pearman Limited addressed to the Lender, substantially in the form distributed to the Lender prior to signing this Agreement.

4 Accounts

(a) A letter from the Borrower to the Lender specifying each of the accounts subject to or intended to be subject to the Transaction Security including details of the account name, account number and the name and address of the bank or financial institution where the account is held.

(b) Confirmation from the Lender that the Collection Accounts have been opened.

5 Other documents and evidence

(a) The Initial Borrowing Base Certificate.

(b) The Initial Borrowing Base Report.

(c) The Original Financial Statements of each Obligor.

(d) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 10 (*Fees*), clause 11.5 (*Stamp taxes*), and clause 15 (*Costs and Expenses*) have been paid or will be paid by the first Utilisation Date.

(e) A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document.

(f) A copy of each Pool Agreement duly executed by each party to it.

Schedule 2

Utilisation Request

To: Citibank N.A., Singapore Branch as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Date: [●]

Dear Sirs

Hafnia Pools Pte. Ltd. – USD175,000,000 Uncommitted Borrowing Base Facility Agreement dated _____ (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	USD
Amount:	[●] or, if less, the Available Amount
Interest Period:	two weeks

3 We confirm that each condition specified in clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.

4 [This Loan is to be made in [whole]/[part] for the purpose of refinancing [identify maturing Loan] / [The proceeds of this Loan should be credited to [account]].

5 This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for

Hafnia Pools Pte. Ltd.

Schedule 3

Form of Compliance Certificate

To: Citibank N.A., Singapore Branch as Lender

From: Hafnia Limited as Guarantor

Date: [●]

Dear Sirs

Hafnia Pools Pte. Ltd. – USD175,000,000 Uncommitted Borrowing Base Facility Agreement dated _____ (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was USD[●] on the last day of the most recently elapsed fiscal half year (being not less than USD350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was USD[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than USD60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 18 (*Information Undertakings*) of the Agreement.

Signed:

Authorised signatory of
Hafnia Limited

Schedule 4

Eligible Buyer List

As at the date of this Agreement, each of the following entities shall be an Eligible Buyer with the respective Maximum Credit Limit:

Eligible Buyer	**Maximum Credit Limit (expressed as a % of the Outstandings following the latest submitted Utilisation Request)**
AAT GLOBAL LTD	12
ABU DHABI MARINE INTERNATIONAL CHARTERING HOLDINGS RSC LIMITED	12
ABU DHABI MARINE OPERATIONS AND SERVICES COMPANY	
Ardea Shipping Pte. Ltd.	12
AMPOL SHIPPING & LOGISTICS PTE. LTD.	12
ARAMCO TRADING SINGAPORE PTE. LTD.	*20*
Aramco Trading Fujairah FZE (ATF)	
Aramco Trading Company	
Aramco Trading Fujairah FZE	
Baere Logistics LLC	12
BGN INT DMCC	12
Bono Energy Limited	12
BP OIL INTERNATIONAL LIMITED	12
BP Singapore PTE Ltd	
BP Products North America Inc	
Braskem Netherlands B.V.	12
CASTLETON COMMODITIES MERCHANT ASIA CO PTE LTD	12
CEPSA TRADING S.A.U.	12
CEPSA TRADING ASIA PTE LTD	
Chevron International Tankship Limited	12
CHEVRON ASIA PACIFIC SHIPPING PTE LTD	

CLEARLAKE SHIPPING PTE LTD	12
CSSA Chartering and Shipping Services SA	12
Atlantic Trading and Marketing Inc	12
Dow Europe GMBH	12
E3 ENERGY DMCC	12
ENEOS CORPORATION	12
EMIRATES NATIONAL OIL COMPANY (SINGAPORE) PRIVATE LIMITED	12
ENOC SUPPLY AND TRADING LLC	12
Flumar Transporte De Quimicos E Gases LTDA	12
GEORGE E. WARREN CORPORATION	12
GULF TRANSPORT & TRADING LTD	12
GULF ENERGY LIMITED	
HANWHA TOTAL PETROCHEMICAL CO., LTD.	12
Hartree Partners LP	12
Hengli Shipping International Pte Ltd	12
HENGYI LOGISTICS INTERNATIONAL PTE LTD	12
Hyundai Oil Singapore Pte Ltd	12
Haldia Petrochemicals Ltd	12
IDEMITSU TANKER CO., LTD. SINGAPORE BRANCH	12
IOC - The Indian Oil Corporation Limited	12
INDEPENDENT PETROLEUM GROUP LTD	12
ITL - IPIRANGA TRADING LIMITED	12
JXTG NIPPON OIL & ENERGY CORPORATION	12
Kuwait Petroleum Corporation	12
LAUREL SHIPPING LLC SINGAPORE BRANCH	12
LEVENE ENERGY DEVELOPMENT LIMITED	12
Litasco SA	12
LITASCO MIDDLE EAST DMCC	
LUKOIL ASIA PACIFIC PTE LTD	12

Mabanaft Deutschland GMBH & CO. KG	12
Mabanaft Pte Ltd	
MARUBENI PETROLEUM CO. LTD.	12
Mercuria Energy Trading SA	12
Mercuria Trading NV, Curacao	
Mercuria Energy Trading Pte Ltd	
MERCURIA SHIPPING PTE.LTD	
Midas NSSG International Pte Ltd	12
Petro Diamond Company Limited	12
MITSUI & CO. ENERGY TRADING SINGAPORE PTE LTD	12
MOCOH S.A.	12
MOTIVA ENTERPRISES LLC	12
MUSKET CORPORATION	12
Neste Shipping OY	12
Nidas Shipping Services Ltd.	12
NIKORMA TRANSPORT LIMITED	12
Novatek Gas and Power Asia PTE Ltd	12
Novatek Gas and Power GMBH	
Nyala Shipping S.A Geneva	12
Oando Trading DMCC	12
OQ TRADING LIMITED	12
OMAN TRADING INTERNATIONAL LTD	12
PANTOS LOGISTICS CO.,LTD	12
LX PANTOS CO., LTD.	12
PCBL Limited	12
PETROCHEMICAL CORPORATION OF SINGAPORE PTE LTD	12
PT PERTAMINA INTERNATIONAL SHIPPING (JAKARTA)	12
PERTAMINA INTERNATIONAL SHIPPING PTE LTD	
Petco Trading Labuan Company LTD	12

PETCO Trading DMCC	
PETROLEO BRASILEIRO S/A - PETROBRAS	12
PETROBRAS DISTRIBUIDORA S/A	
PETROBRAS SINGAPORE PTE LTD	
Petrocam Trading (Pty) Ltd	12
PetroChina International (Singapore) Pte. Ltd	12
Petrochina International (Hong Kong) Corporation Limited	
PetroIneos Trading Limited	12
PETRON SINGAPORE TRADING PTE. LTD.	12
PTT INTERNATIONAL TRADING PTE LTD	12
PTT Public Company Limited	
QATAR PETROLEUM FOR THE SALE OF PETROLEUM PRODUCTS	12
RAIZEN TRADING LLP	12
RAÍZEN TRADING SA	
RIL USA INC	12
Reliance Industries Limited.	
RELIANCE GLOBAL ENERGY SERVICES (S) PTE. LTD.	
Reliance Industries Limited	
RELIANCE INDUSTRIES LIMITED..	
REPSOL TRADING S.A.	12
RONGSHENG PETROCHEMICAL (SINGAPORE) PTE. LTD.	12
Rongtong Logistics (Singapore) Pte. Ltd.	12
Sahara Energy Resource Limited	12
Sanmar Shipping Limited	12
SARAS SPA	12
SCG CHEMICALS TRADING (SINGAPORE) PTE LTD	12
Seariver Maritime LLC	12
Shell International Trading Middle East - SITME	12
Shell International Eastern Trading Co.	

Shell Trading Rotterdam BV	
Shell Trading United States Company - STUSCO	
Shell Trading Rotterdam (STR) B.V.	
SINOCHEM OIL SHIPPING (SINGAPORE) PTE. LTD.	12
SINOPEC HONG KONG (SINGAPORE) PTE LTD	
SK Energy International Pte Ltd	12
SK Trading International CO. LTD.	
SK ENERGY CO., LTD.	
S-Oil Corporation	12
SINGAPORE PETROLEUM COMPANY LTD	12
ST SHIPPING AND TRANSPORT PTE LTD	12
ST Shipping & Transport Pte Ltd	
ST SHIPPING AND TRANSPORT PTE LTD	
Glencore Energy UK Ltd	12
Equinor ASA	12
EQUINOR MARKETING AND TRADING (US) INC	
Trafigura Trading LLC	12
Trafigura Maritime Logistics Pte Ltd	
Trafigura Maritime Logistic Ltd.	
TUPRAS TRADING LTD	12
TURBO ASIA PTE LTD	
United Maritime Logistics Pte Ltd	12
UNION GLORY LIMITED	12
UNIPEC SINGAPORE PTE LTD	12
Valero Marketing and Supply Company	12
VIBRA TRADING BV	12
Vitol Bahrain E.C.	12
Vitol Asia Pte Ltd	
Vitol S.A.	

Vitol Inc.	
Mansel Pte. Ltd.	12
WINSON OIL TRADING PTE LTD	12
YEOCHUN NCC CO., LTD.	12

Schedule 5

Pool Agreements and List of Pool Participants

The Hafnia LR1 pool agreement dated 1 January 2023 entered into between the Borrower as Pool Manager and the parties listed in Schedule 1 (Participants) thereto as Pool Participants, including as of the date thereto:

(1) Anemone Shiptrade SA;
(2) AVR Shipping Ltd.;
(3) Chartworld Shipping Corporation;
(4) Chemikalien Seetransport GmbH;
(5) Donnelly Tanker Management Ltd;
(6) Grace Management S.A.;
(7) Ionia Management S.A.;
(8) Hafnia Pools Pte. Ltd;
(9) Hafnia Tankers Shipholding Singapore Pte. Ltd;
(10) Hafnia Tankers Shipholding 2 Singapore Pte. Ltd;
(11) Hassel Shipping 2;
(12) Larine Tankers Pte LTd;
(13) Mantis Maritime Ltd.;
(14) Norstar Tankers Ltd;
(15) Nyhill Shipping AS (Jo Shipping AS);
(16) Odfjell Tankers AS;
(17) Oikos Maritime Inc;
(18) Reederei Nord B.V.;
(19) Sanmar Shipping Ltd;
(20) The Great Eastern Shipping Co, Ltd;
(21) Vista Shipholding I Pte., Limited;
(22) Vista Shipholding II Pte., Limited;
(23) Vista Shipholding III Pte., Limited;
(24) Vista Shipholding IV Pte., Limited;
(25) Vista Shipholding V Pte., Limited; and
(26) Vista Shipholding VI Pte., Limited.

The Hafnia LR2 pool agreement dated 1 January 2023 entered into between the Borrower as Pool Manager and the parties listed in Schedule 1 (*Participants*) thereto as Pool Participants, including as of the date thereto:

(1) Chartworld Shipping Corporation;
(2) Reederei Nord B.V.; and
(3) Hafnia Pools Pte. Ltd.

Schedule 6

Form of Borrowing Base Certificate

To: Citibank N.A., Singapore Branch as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Date: [●] (the "**Determination Date**")

Hafnia Pools Pte. Ltd. - Borrowing Base Certificate

Dear Sirs

This Borrowing Base Certificate (this **Certificate**) is dated [l], and is delivered in accordance with [clause 19.3 (*Borrowing Base Certificate and Borrowing Base Report*)/clause 7.3 (*Mandatory prepayment – Borrowing Base*)/clause 7.4 (*Mandatory prepayment – Loan to Value*)] of the Uncommitted Borrowing Base Facility Agreement, dated _____ 2023 (as amended from time to time) between Hafnia Pools Pte. Ltd. as borrower, Hafnia Limited as guarantor and Citibank N.A., Singapore Branch as lender (the **Agreement**). Capitalised terms used but not defined in this Certificate have the meaning given them in the Agreement.

As of the Determination Date, the undersigned hereby certifies the following calculations of the Borrowing Base, Available Amount and the Loan to Value:

I. BORROWING BASE	Gross Value	Less Exclusions (if any):	Net Value
A. Eligible Receivables - Freight			$ -
B. Eligible Receivables - Demurrage			$ -
C. Eligible Receivables - Freight in Transit - (Completed sailing days/estimated voyage time)*voyage rate			$ -
SUB TOTAL	$ -		$ -
D : less exclusion on account of LTV excess			$ -
TOTAL BORROWING BASE AS AT DETERMINATION DATE			**$** [●]

II. UNCOMMITTED AVAILABLE AMOUNT		
A.	Loan currently outstanding	$ [●]
B.	Borrowing Base as at the Determination Date	$ [●]
C.	Facility Amount	$ [●]
Available Amount, being equal to (the lower of B and C) minus A		$ [●]

Maximum Credit Limits

I and II	Subject to individual Maximum Credit Limit as specified in the Agreement.

The Loan to Value is [●]**.**

The Maximum Credit Limit for each Eligible Buyer is in compliance with Schedule 4 (*Eligible Buyer List*) of the Agreement.

The undersigned represents and warrants that (1) the foregoing information is true, complete and correct as of the Determination Date, (2) the calculation of the Borrowing Base reflected herein does not include any amounts that are not permitted to be included in the calculation of the Borrowing Base pursuant to the Agreement and (3) the foregoing information and calculations otherwise comply with all conditions, terms, warranties, representations and covenants set forth in the Agreement.

For and on behalf of Hafnia Pools Pte. Ltd.

By:

Name:

Title: Authorised signatory

Schedule 7

Form of Borrowing Base Report

To: Citibank N.A., Singapore Branch as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Date: [●] (the "**Determination Date**")

Hafnia Pools Pte. Ltd. - Borrowing Base Report

Dear Sirs

This Borrowing Base Report (this "**Report**") is dated [●], and is delivered in accordance with clause 19.3 (*Borrowing Base Certificate and Borrowing Base Report*) of the Uncommitted Borrowing Base Facility agreement, dated _____ 2023 (as amended from time to time) between Hafnia Pools Pte. Ltd. as borrower, Hafnia Limited as guarantor and Citibank N.A., Singapore Branch as lender (the **Agreement**). Capitalised terms used but not defined in this Certificate have the meaning given them in the Agreement.

As of the Determination Date, the undersigned hereby certifies the following Reported Eligible Receivables contained in the enclosed excel spreadsheet are included into the Borrowing Base.

[*table below to be included in the enclosed excel spreadsheet*]FREIGHT IN TRANSIT	**Max: 45 days** **Advance rate 70%**					
Identifier	Buyers	Start date (GMT) - Departure from Load port	End date (GMT)	Face Value	Borrowing Base Amount of Receivable to be funded	No. of days of voyage

FREIGHT RECEIVABLE		**Max: 25 days** **Advance rate 90%**					
Invoice No.	Identifier	Completion date	Buyer	Type	Face Value	Borrowing Base Amount of Receivable to be funded	No. of days due as at today

DEMURRAGE	**Max: 180 days** **Advance rate 50%**					
Invoice No.	Completion date	Buyer	Type	Face Value	Borrowing Base Amount of Receivable to be funded	No. of days due as at today

The undersigned represents and warrants that (1) the foregoing information is true, complete and correct as of the Determination Date, (2) each Reported Eligible Receivable is an Eligible Receivable and (3) the foregoing information and calculations otherwise comply with all conditions, terms, warranties, representations and covenants set forth in the Agreement.

For and on behalf of Hafnia Pools Pte. Ltd.

By:

Name:

Title: Authorised signatory

Schedule 8

Specifically Listed Instructors and Confirmers for Hafnia Pools Pte. Ltd.

(registration number 201412492D)

Signature Specimen:			
Instructor	Title (Mr., Ms., etc.)		
	* First Name		
	* Last Name		
	Job Title		
	* Email Address		
	* Telephone Number & Ext.		
	Use Existing CitiDirect BE User ?	☐ Yes - UserID: _____	☐ No
Signature Specimen:			
Instructor	Title (Mr., Ms., etc.)		
	* First Name		
	* Last Name		
	Job Title		
	* Email Address		
	* Telephone Number & Ext.		
	Use Existing CitiDirect BE User ?	☐ Yes - UserID: _____	☐ No
Signature Specimen:			
Instructor	Title (Mr., Ms., etc.)		
	* First Name		
	* Last Name		
	Job Title		
	* Email Address		
	* Telephone Number & Ext.		
	Use Existing CitiDirect BE User ?	☐ Yes - UserID: _____	☐ No
Signature Specimen:			
Confirmer	Title (Mr., Ms., etc.)		
	* First Name		
	* Last Name		
	Job Title		
	* Email Address		
	* Telephone Number & Ext.		
	Mobile Number (if working remotely)		

Signatories

The Borrower

SIGNED by)

For and on behalf of)

HAFNIA POOLS PTE. LTD.)

)

/s/ Petrus Wouter Van Echtelt Petrus Wouter Van Echtelt

Signature/Name/Title

Address: 10 Pasir Panjang Road, Mapletree Business City #18-01 Singapore 117438

Attention: Pay Shuzhen, Ho Kah Ying, Rune Gehlsen and Birgitte W. Kegel

Email address: spa@hafniabw.com; kyh@hafniabw.com; rge@hafniabw.com; Corptf@hafniabw.com; bwk@hafniabw.com and poolfinance@hafniabw.com

The Guarantor

SIGNED by)

For and on behalf of)

HAFNIA LIMITED)

)

/s/ Petrus Wouter Van Echtelt Petrus Wouter Van Echtelt

Signature/Name/Title

Address: 10 Pasir Panjang Road, Mapletree Business City #18-01 Singapore 117438

Attention: Petrus van Echelt, Pay Shuzhen, Ho Kah Ying

Email address: pve@hafniabw.com, spa@hafniabw.com, kyh@hafniabw.com, corptf@hafniabw.com

The Lender

SIGNED by)

For and on behalf of)

CITIBANK N.A., SINGAPORE BRANCH)

)

/s/ Deven Somaya

Deven Somaya
(Managing Director - Head of Singapore and ASEAN)

Address: 8 Marina View, #16-00 Asia Square Tower 2, Singapore 018960

Attention: Shalin Shroff, Anshu Peri, Dexter Ho, Deron Tan
Email address: Shalin.shroff@citi.com; Anshu.peri@citi.com; Dexter.ho@citi.com; yew.tat.tan@citi.com

Exhibit 4.13

Confidential

Execution Version

Dated 24 February 2023

HAFNIA POOLS PTE. LTD.

as Borrower

and

HAFNIA LIMITED

as Guarantor

and

UNITED OVERSEAS BANK LIMITED

as Lender

UP TO USD175,000,000 (WITH AN ACCORDION OPTION OF UP TO US$75,000,000)

UNCOMMITTED BORROWING BASE FACILITY AGREEMENT

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 24 February 2023 and made between:

(1) **HAFNIA POOLS PTE. LTD.**, a company incorporated in Singapore with company registration number 201412492D as borrower (the **Borrower**);

(2) **HAFNIA LIMITED**, an exempted company limited by shares incorporated in Bermuda with registration number 49023 as guarantor (the **Guarantor**); and

(3) **UNITED OVERSEAS BANK LIMITED** as lender (the **Lender**).

NOW IT IS HEREBY AGREED as follows:

Section 1

Interpretation

1 Definitions and Interpretation

1.1 Definitions

In this Agreement:

Accordion Exercise Effective Date means, in relation to each Accordion Exercise Notice, the date the Lender confirms in that Accordion Exercise Notice as being the Accordion Exercise Effective Date in relation to that Accordion Exercise Notice

Accordion Exercise Notice means each Accordion Exercise Notice issued by the Borrower substantially in the form set out in Schedule 6 (*Form of Accordion Exercise Notice*)

Account Bank means UNITED OVERSEAS BANK LIMITED as account bank

Accounts means the Collection Accounts and the Operating Accounts and **Account** means each one of them

Accrued Income means amounts receivable by the Borrower arising from partially completed freight voyages by Vessels under the Contracts

Advance Rate has the meaning given to that term in clause 20 (*Borrowing Base*)

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Anti-Corruption Laws means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar applicable laws, rules or regulations issued, administered or enforced by Singapore, the United States of America, the United Kingdom, any member state of the European Union or any other jurisdiction whose laws are applicable to an Obligor

Anti-Money Laundering Laws means the applicable financial record keeping and reporting requirements and the money laundering statutes in Singapore and each jurisdiction in which any member of the Group conducts business or operations, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any Governmental Agency or proceeding by or before any court or Governmental Agency

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order), Terrorism (Suppression of Financing) Act (Cap. 325) of Singapore or any similar laws enacted in or by the United States, the European Union, Singapore or a country whose laws are applicable to an Obligor

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

Availability Period means the period from and including the date of this Agreement to and including the date falling 364 days after the date of this Agreement, or such later date as extended pursuant to clause 2.2 (*Extension*) or such other date as may be agreed between the Borrower and the Lender, in each case without prejudice to clause 4.3 (*Facility uncommitted*) and clause 4.4 (*Periodic review*)

Available Amount means, subject to clause 2.3 (*Accordion Exercise*), the Facility Amount minus:

(a) the amount of any outstanding Loan; and

(b) in relation to any proposed Loan, the amount of any Loan that is due to be made available on or before the proposed Utilisation Date,

other than the amount of any Loan that is due to be repaid or prepaid on or before the proposed Utilisation Date

Base Rate means:

(a) in relation to a Loan with an Interest Period of one month, three months or six months, Term SOFR as of the Specified Time and for a period equal in length to the Interest Period of that Loan; or

(b) in relation to a Loan with an Interest Period of less than one month, the applicable Interpolated Rate (Trade Products – Odd); or

(c) as otherwise determined pursuant to clause 10.1 (*Unavailability of Term SOFR*) or clause 10.2 (*Unavailability of Term SOFR for Interpolated Rate (Trade Products – Odd)*),

and if, in either case, that rate is less than zero, the Base Rate shall be deemed to be zero

Basel II Accord means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord

Basel II Approach means, in relation to the Lender, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by the Lender (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, the Lender or any of its Affiliates)

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by the Lender or any of its Affiliates

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III"

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, the Lender or any of its Affiliates)

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation

Borrowing Base has the meaning given to that term in clause 20 (*Borrowing Base*)

Borrowing Base Amount of Receivable has the meaning given to that term in clause 20.2 (*Calculation of the Borrowing Base*)

Borrowing Base Calculation Date has the meaning given to that term in clause 20 (*Borrowing Base*)

Borrowing Base Report has the meaning given to that term in clause 20 (*Borrowing Base*)

Break-Funding Costs means all losses, costs and expenses which the Lender determines will be or have been incurred by the Lender in breaking any funding arrangement, redeploying funds and unwinding hedge agreements, if any, due to the cancellation, prepayment or termination of any Loan or part thereof

Business Day means a day (other than a Saturday or Sunday, gazetted public holiday or bank holiday):

(a) on which banks are open for general business in London, New York and Singapore; and

(b) (in relation to the fixing of an interest rate) which is a US Government Securities Business Day

Buyer has the meaning given to that term clause 20 (*Borrowing Base*)

BW Group has the meaning given to that term in clause 7.2(c)(ii) (*Change of Control*)

Code means the US Internal Revenue Code of 1986

Collection Account (Hafnia Handy Pool) means the USD denominated collection account opened in the name of the Borrower with the Account Bank with account number 4519146414 and in connection with the Hafnia Handy Pool, which is maintained and operated in Singapore in accordance with clause 22.19 (*Accounts*)

Collection Account (Hafnia MR Pool) means the USD denominated collection account opened in the name of the Borrower with the Account Bank with account number 4519146392 and in connection with the Hafnia MR Pool, which is maintained and operated in Singapore in accordance with clause 22.19 (*Accounts*)

Collection Accounts means each of the following accounts of the Borrower held from time to time with the Lender:

(a) the Collection Account (Hafnia Handy Pool);

(b) the Collection Account (Hafnia MR Pool); and

(c) any other collection account of the Borrower approved by the Lender,

which are, in each case, subject to the Transaction Security, as the same may be redesignated, substituted or replaced from time to time and includes any interest of the Borrower in any replacement account or any sub-division or sub-account of that account

Compliance Certificate means a certificate substantially in the form set out in Schedule 3 (*Form of Compliance Certificate*)

Confidential Information means all information relating to:

(a) the Group;

(b) the Transaction Documents;

(c) the Facility; or

(d) provided that such information is provided solely in connection with the Facility, the BW Group or the Sohmen Family Trust,

of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility from any member of the Group or any of its advisers, the BW Group or the Sohmen Family Trust in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 33 (*Confidential Information*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group, any of its advisers, the BW Group or the Sohmen Family Trust; or

(iii) is known by the Lender before the date the information is disclosed to it by any member of the Group or any of its advisers, the BW Group or the Sohmen Family Trust or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group, the BW Group or the Sohmen Family Trust (as relevant) and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality

Confidentiality Undertaking means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Lender

Contract means any agreement between the Borrower (acting in its own name as disponent owner of the Vessels) and a Buyer, for the supply of transportation services through any Vessel and defined as a "Pool Contract" in any Pool Agreement

Corrupt Practice means the promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any payment or any other undue advantage of any nature, to or by any person, with the intention of improperly influencing the actions of any person or improperly causing any person to refrain from any action

Cut-Off Date has the meaning given to that term in clause 20 (*Borrowing Base*)

Debenture means the debenture dated on or about the date of this Agreement entered into by the Borrower as chargor in favour of the Lender

Default means an Event of Default or any event or circumstance specified in clause 23 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

Delegate means any delegate, agent, attorney or trustee appointed by the Lender

Demurrage Income means amounts receivable by the Borrower arising from invoiced demurrage related to any Contracts

Deposit Bank has the meaning given to that term in clause 26.1(d)

Dilution means any reduction to the total amount payable by the Eligible Buyer relating to any Reported Eligible Receivable compared to the Face Value of such Reported Eligible Receivable at the date of the data of the Borrowing Base Report into which it was included, whether by reason of a discount, rebate, refund or billing error or other entitlement of the Eligible Buyer not to pay the Face Value in full or by reason of a credit note or other adjustment for whatever reason made by the Borrower, any Pool Participant or any other person to reduce the amount payable by the Eligible Buyer relating to such Reported Eligible Receivable by comparison to the Face Value of such Reported Eligible Receivable as reflected at the date of the data of the Borrowing Base Report into which it was included

Eligibility Criteria has the meaning given to that term in clause 20 (*Borrowing Base*)

Eligible Buyer has the meaning given to that term in clause 20 (*Borrowing Base*)

Eligible Contract has the meaning given to that term in clause 20 (*Borrowing Base*)

Eligible Receivables has the meaning given to that term in clause 20 (*Borrowing Base*)

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

(a) air (including, without limitation, air within natural or man made structures, whether above or below ground);

(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and

(c) land (including, without limitation, land under water)

Environmental Claim means any bona fides claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law or Environmental Permit in respect of any Obligor's material breach of the same, or which, in the Lender's reasonable opinion, may cause or have any negative publicity or adverse reputational impact on the Lender

Environmental Law means any applicable law or regulation which relates to:

(a) the pollution or protection of the Environment;

(b) the conditions of the workplace;

(c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste; or

(d) the protection and/or violation of environmental, social and/or governance issues

Environmental Permits means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Obligor conducted on or from the properties owned or used by any Obligor

Event of Default means any event or circumstance specified as such in clause 23 (*Events of Default*)

Face Value has the meaning given to that term in clause 20 (*Borrowing Base*)

Facility means the uncommitted borrowing base – export invoice financing facility made available under this Agreement as described in clause 2.1 (*The Facility*)

Facility Amount means, subject to clauses 2.3 (*Accordion Exercise*) and 4.4 (*Periodic review*), an amount not exceeding USD175,000,000 at the date of this Agreement, to the extent not cancelled, reduced or transferred by the Lender under this Agreement

Facility Office means the office or offices notified by the Lender to the Borrower in writing as the office or offices through which it will perform its obligations under this Agreement

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction

Finance Document means this Agreement, any Accordion Exercise Notice, each Transaction Security Document, each Borrowing Base Report, each Compliance Certificate, each Utilisation Request, and any other document designated as such by the Lender and the Borrower

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any pool agreement entered into between the Borrower and a pool participant pursuant to which the pool participants agree to enter vessel(s) owned or chartered in by such pool participants into a pool of vessels which vessels are commercially employed and managed by the Borrower;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in (a) to (i) above

Freight Income means any Receivable arising from freight related to any Contracts which is not Accrued Income

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements

Governmental Agency means any government or any governmental agency, semi-governmental or judicial entity, body or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under any law or regulation)

Group means the Guarantor and its Subsidiaries from time to time

Hafnia Handy Pool means the pool of product tanker vessels operated by the Borrower pursuant to the Hafnia Handy Pool Agreement (and defined as the "Pool" in the Hafnia MR Pool Agreement)

Hafnia Handy Pool Agreement has the meaning given to that term in Schedule 4 (*Pool Agreements and List of Pool Participants*)

Hafnia LR1 Pool Agreement means the Hafnia LR1 pool agreement dated 1 January 2023 entered into between the Borrower as pool manager and the parties listed in Schedule 1 (*Participants*) thereto as pool participants

Hafnia LR2 Pool Agreement means the Hafnia LR2 pool agreement dated 1 January 2023 entered into between the Borrower as pool manager and the parties listed in Schedule 1 (*Participants*) thereto as pool participants

Hafnia MR Pool means the pool of product tanker vessels operated by the Borrower pursuant to the Hafnia MR Pool Agreement (and defined as the "Pool" in the Hafnia MR Pool Agreement)

Hafnia MR Pool Agreement has the meaning given to that term in Schedule 4 (*Pool Agreements and List of Pool Participants*)

Historic Term SOFR means, in relation to any Loan, the most recent Term SOFR for a period equal in length to the Interest Period of that Loan and which is as of a US Government Securities Business Day which is no more than three US Government Securities Business Days before the Quotation Day

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

Indirect Tax means any goods and services tax, consumption tax, value added tax or any tax of a similar nature

Information Service means an information service or any successor information service in each case as selected by the Lender from time to time in its reasonable discretion

Insolvency Event in relation to an entity means that the entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (other than, for so long as it is required by law or regulation not to be publicly disclosed, any such appointment which is to be made, or is made, by a person or entity described in (d) above);

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (a) to (h) above; or

(j) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clause 8.3 (*Default interest*)

Interpolated Historic Term SOFR means, in relation to any Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) the most recent Term SOFR (as of a day which is not more than three US Government Securities Business Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Loan; and

(b) the most recent Term SOFR (as of a day which is not more than three US Government Securities Business Days before the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Loan

Interpolated Rate (Trade Products – Odd) means, in relation to any Loan:

(a) the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(i) Term SOFR as of the Specified Time and for a period equal in length to one month; and

(ii) Overnight SOFR for a day that is not more than five, and no less than two US Government Securities Business Days before the Quotation Day; or

(b) as otherwise determined pursuant to clause 10.2 (*Unavailability of Term SOFR for Interpolated Rate (Trade Products – Odd)*),

and if, in either case, that rate is less than zero, the Interpolated Rate (Trade Products – Odd) shall be deemed to be zero

Interpolated Term SOFR means, in relation to any Loan, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) Term SOFR (as of the Specified Time) for the longest period (for which Term SOFR is available) which is less than the Interest Period of that Loan; and

(b) Term SOFR (as of the Specified Time) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of that Loan

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

(b) the time barring of claims under the applicable statutes of limitation; and

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction

LMA means the Loan Market Association

Loan means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

Margin means two point two zero per cent (2.20%) per annum

Material Adverse Effect means (in the reasonable opinion of the Lender) a material adverse effect on:

(a) (i) the business or financial condition of any Obligor (however changes to the structure of the Pool and amendments to the Pool Agreements are always permitted unless they would have a material adverse effect on the business, operations, property, condition (financial or otherwise) or prospects of the Obligors taken as a whole); or (ii) the ability of **the Obligors (taken as a whole)** to comply with their payment or material performance obligations under any of the Transaction Documents; or

(b) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents

Obligors means the Borrower and the Guarantor and **Obligor** means either one of them

Operating Account (Hafnia Handy Pool) means the USD denominated operating account opened in the name of the Borrower with the Account Bank with account number 7729185551 and in connection with the Hafnia Handy Pool, which is maintained and operated in Singapore in accordance with clause 22.19 (*Accounts*)

Operating Account (Hafnia MR Pool) means the USD denominated operating account opened in the name of the Borrower with the Account Bank with account number 7729185543 and in connection with the Hafnia MR Pool, which is maintained and operated in Singapore in accordance with clause 22.19 (*Accounts*)

Operating Accounts means each of the following accounts of the Borrower held from time to time with the Lender:

(a) the Operating Account (Hafnia Handy Pool);

(b) the Operating Account (Hafnia MR Pool); and

(c) any other operating account of the Borrower approved by the Lender,

which are, in each case, subject to the Transaction Security, as the same may be redesignated, substituted or replaced from time to time and includes any interest of the Borrower in any replacement account or any sub-division or sub-account of that account

Original Financial Statements means:

(a) in relation to the Borrower, its audited financial statements for the financial year ended 31 December 2021; and

(b) in relation to the Guarantor, the audited consolidated financial statements of the Group for the financial year ended 31 December 2021

Outstandings means, at any time, the aggregate of the outstanding Loans, in each case, at such time

Overnight SOFR means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate)

Party means a party to this Agreement

Pool means each of the Hafnia Handy Pool and the Hafnia MR Pool (and any other pool of product tanker vessels operated by the Borrower pursuant to a Pool Agreement (and defined as the "Pool" in such Pool Agreement) as agreed from time to time in writing between the Borrower and the Lender)

Pool Agreements means each pool agreement entered into between the Borrower and the relevant Pool Participants pursuant to which such Pool Participants agreed to enter vessel(s) owned or chartered in by such Pool Participants into the relevant Pool which vessels shall be commercially employed and managed by the Borrower as disponent owner, as listed in Schedule 4 (*Pool Agreements and List of Pool Participants*) (and as otherwise amended as agreed from time to time in writing between the Borrower and the Lender)

Pool Participant means the owner or disponent owners of the Vessels who are acceptable to the Lender (acting reasonably), as listed in Schedule 4 (*Pool Agreements and List* of Pool Participants) (and as otherwise amended as agreed from time to time in writing (including by email) between the Borrower and the Lender, subject to any sanctions, anti-money laundering, anti-bribery and corruption, credit and other internal compliance requirements of the Lender)

Quotation Day means in relation to any period for which an interest rate is to be determined, two US Government Securities Business Days before the first day of that period (unless market practice differs in the relevant market, in which case the Quotation Day will be determined by the Lender in accordance with that market practice (and if quotations would normally be given on more than one day, the Quotation Day will be the last of those days))

Quoted Tenor means any period for which Term SOFR is customarily displayed on the relevant page or screen of an information service

Receivable has the meaning given to that term in clause 20 (*Borrowing Base*)

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets

Relevant Jurisdiction means, in relation to an Obligor:

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated; and

(c) the jurisdiction whose laws govern the perfection of any of the Transaction Security Document entered into by it

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors, officers and employees

Repeating Representations means each of the representations set out in clauses 18.1 (*Status*), 18.2 (*Binding obligations*), 18.3 (*Non-conflict with other obligations*), 18.4 (*Power and authority*), 18.6 (*Registration requirements*), 18.7 (*Governing law and enforcement*), 18.8 (*Insolvency*), 18.11 (*No default*), 18.12 (*No misleading information*), 18.13(a) and 18.13(b) (*Financial statements*), 18.16 (*No breach of laws*), 18.17 (*Environmental laws*), 18.19 (*Anti-corruption law and Anti-Terrorism Law*), 18.20 (*No money laundering*), 18.21 (*Security and Financial Indebtedness*), 18.24 (*Legal and beneficial ownership*), 18.25 (*Sanctions*), 18.26 (*Eligible Receivables and Accounts*), 18.29 (*Contracts*), 18.30 (*Pool Agreements*), 18.31 (*Borrowing Base Report*), 18.34 (*Material Adverse Effect*) and 18.35 (*Collection Accounts*)

Reported Eligible Receivable means each Receivable included in a Borrowing Base Report

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50 per cent or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that the Lender would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person

Sanctions means any applicable (to Obligors and/or any Relevant Person and/or the Lender and/or any Buyer and/or any Pool Participant as the context provides) trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time

Sanctions Authority means the United Nations, the European Union, the United States of America, the United Kingdom and the Republic of Singapore, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, the HM Treasury, the Monetary Authority of Singapore and any authority acting on behalf of any of them in connection with Sanctions

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time

Secured Obligations means all obligations at any time due, owing or incurred by each Obligor to any Secured Party under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity)

Secured Parties means the Lender and any Receiver or Delegate

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Assets means all of the assets of the Borrower which from time to time are, or are expressed to be, the subject of the Transaction Security

Shortfall has the meaning given to that term in clause 7.3 (*Mandatory prepayment – Borrowing Base amounts*)

Shortfall Remedy Period has the meaning given to that term in clause 7.3 (*Mandatory prepayment – Borrowing Base amounts*)

Singapore means the Republic of Singapore

Sohmen Family Trust has the meaning given to that term in clause 7.2(c)(i)(A) (*Change of Control*)

Specified Time means the Quotation Day prior to 5:00 p.m. (New York time)

Spot Rate means the commercially available spot rate of exchange selected by the Lender, acting reasonably, for the purchase of USD with the relevant currency in the Singapore foreign exchange market at or about 11:00 a.m. on the applicable payment or set-off date

Subsidiary means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Term SOFR means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate)

Termination Date means the earlier of:

(a) the last day of the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension*)) or, if there is any outstanding Loan on the last day of the Availability Period, the day the last Loan made to the Borrower during the Availability Period under this Agreement is due; and

(b) the date on which the Facility is fully cancelled or terminated under the provisions of this Agreement, including (without limitation) the cancellation or termination of the Facility by the Lender pursuant to clause 4.4 (*Periodic review*)

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999

Transaction Document means each Finance Document, each Pool Agreement and each Contract

Transaction Security means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents

Transaction Security Documents means each of:

(a) the Debenture;

(b) any other document evidencing or creating Security over any asset to secure any obligation of the Borrower to a Secured Party under the Finance Documents; and

(c) any other document designated as such by the Lender and the Borrower

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

US means the United States of America

US Government Securities Business Day means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities

Utilisation means a utilisation of the Facility pursuant to a Utilisation Request

Utilisation Date means the date of a Utilisation, being the date on which the relevant Loan is to be made

Utilisation Request means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*)

Vessel means a vessel which is from time to time participating in the Pool pursuant to the Pool Agreements

1.2 Construction

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the **Lender**, any **Obligor**, any **Secured Party**, the **Borrower**, any **Buyer**, any **Eligible Buyer**, any **Pool Participant**, any **Party,** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;

(ii) an **agency** shall be construed so as to include any governmental, intergovernmental or supranational agency, authority, body, central bank, commission, department, ministry, organisation, statutory corporation or tribunal (including any political sub-division, national, regional or municipal government and any administrative, fiscal, judicial, regulatory or self-regulatory body or persons);

(iii) **assets** includes present and future properties, revenues and rights of every description;

(iv) a **Finance Document**, a **Transaction Document**, a **Contract**, a **Pool Agreement**, an **Eligible Contract** or any other agreement or instrument is a reference to that Finance Document, Transaction Document, Contract, Pool Agreement, Eligible Contract or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(vi) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(viii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

(ix) a provision of law is a reference to that provision as amended or re-enacted from time to time; and

(x) a time of day is a reference to Singapore time.

(b) Section, clause and Schedule headings are for ease of reference only.

(c) In respect of an Obligor, references to a **certified** copy refer to a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by one or two directors (as the case may be) or the secretary (who is an authorised signatory of such Obligor for such purposes) of the Obligor, or, in the case of the Guarantor only, its assistant secretary (who is an authorised signatory of the Guarantor for such purposes) (unless otherwise expressly provided).

(d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(e) A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been waived.

1.3 Currency symbols and definitions

Singapore dollars denote the lawful currency of Singapore.

$, **USD** and **dollars** denote the lawful currency of the United States of America.

1.4 Third party rights

(a) Other than an Account Bank or unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

(c) Any Receiver or Delegate may, subject to this clause 1.4 (*Third party rights*) and the Third Parties Act, rely on any clause of this Agreement which expressly confers rights on it.

2 The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lender may, at its complete discretion, agree to make available to the Borrower a USD uncommitted borrowing base – export invoice financing facility in an aggregate amount not exceeding the Facility Amount.

2.2 Extension

Unless the Lender (in its absolute discretion) notifies the Borrower that it does not intend to extend the Availability Period at least 60 days before the end of the then applicable Availability Period, the Availability Period shall automatically extend by a period of six calendar months. This clause 2.2 (*Extension*) shall apply to extend the Availability Period on an ongoing basis in accordance with the terms of this clause 2.2 (*Extension*) from time to time and, subject to the terms of this clause 2.2 (*Extension*), shall not be limited to a single extension.

2.3 Accordion Exercise

(a) The Borrower may, by sending an Accordion Exercise Notice to the Lender, notify the Lender that it intends for the Facility Amount to be increased by an amount not exceeding US$75,000,000.

(b) An Accordion Exercise Notice is irrevocable.

(c) Each Accordion Exercise Notice must indicate the amount of the increase to the Facility Amount, which shall be a minimum of US$10,000,000 and higher integral multiples of US$5,000,000 but not exceeding US$75,000,000.

(d) The Lender may in its sole and absolute discretion execute a duly completed Accordion Exercise Notice appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms and conditions of this Agreement and such other terms and conditions as the Lender considers necessary or appropriate within five Business Days after receipt of such Accordion Exercise Notice.

(e) On each Accordion Exercise Effective Date:

(i) the Facility Amount shall be amended and the increased Facility Amount will become available for utilisation by the Borrower;

(ii) the terms of this Agreement shall be deemed to be amended accordingly; and

(iii) the Lender shall promptly notify the Borrower upon the occurrence of an Accordion Exercise Effective Date.

3 Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards working capital purposes in the normal course of the Borrower's business operations acting in its capacity as Pool Manager (as such term is defined in the Pool Agreements) in relation to the Pools (including, without limitation, providing any Financial Indebtedness to a Pool Participant under any Pool Agreement in such capacity, provided that such Financial Indebtedness is subject to Transaction Security).

3.2 Monitoring

Without prejudice to the Borrower's obligations under the Finance Documents, the Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

4.1 Initial conditions precedent

The Borrower may not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to the Lender. The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 Further conditions precedent

Subject to clauses 4.3 (*Facility uncommitted*) and 4.4 (*Periodic review*), the Lender may (but shall not be obliged to) make a requested Loan only if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Loan and, in the case of any other Loan, no Default is continuing or would result from the proposed Loan;

(b) the Repeating Representations to be made by each Obligor are true in all material respects; and

(c) the aggregate amount of the Outstandings adjusted to take account of:

(i) the amount of the requested Loan;

(ii) the amount of any Loan which, pursuant to any other request, is to be made on or before the date for the making of the requested Loan; and

(iii) the amount of any Loan scheduled to be repaid on or before the date for the making of the requested Loan, would be less than or equal to the Borrowing Base as evidenced by the Borrowing Base Report most recently delivered to the Lender in accordance with this Agreement.

4.3 Facility uncommitted

The Facility is an uncommitted facility and will be made available in such amounts, at such times and in a number of Loans determined at the sole discretion of the Lender. The Borrower acknowledges that the Lender shall not have any obligation or commitment to make any Loan available to the Borrower; provided, however, that the Parties acknowledge and agree that once the Lender has advanced a Loan to the Borrower hereunder, the Borrower's payment and reimbursement obligations with respect to such Loan shall be governed by the expressed terms and conditions herein.

4.4 Periodic review

The Facility is subject to periodic review and callable on demand by the Lender at its absolute discretion, whereupon the Lender shall have the right by notice to the Borrower to terminate or cancel the Facility with immediate effect and to demand repayment within three Business Days from the date of the notice of all monies and liabilities owing to the Lender under the Facility (where actual, contingent or otherwise). The Lender shall also have the right from time to time and at any time to vary or modify the terms and conditions of the Facility (including interest rates/ commission rates).

Section 2

Utilisation

5 Utilisation

5.1 Delivery of a Utilisation Request

Unless otherwise agreed by the Lender, the Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request on a Borrowing Base Calculation Date which is not later than 9:30 a.m. two Business Days prior to the proposed Utilisation Date.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) it is accompanied by a Borrowing Base Report relating to the Loan;

(ii) the proposed Utilisation Date is a Business Day within the Availability Period; and

(iii) the currency and amount of the Loan comply with clause 5.3 (*Currency and amount*).

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be USD.

(b) The amount of the proposed Loan must be an amount which is not more than the Available Amount and which is a minimum of US$5,000,000 or, if less, the Available Amount.

5.4 Utilisation

If the conditions set out in this Agreement have been met, subject to the Lender's absolute discretion, the Loan requested by the Borrower in accordance with the terms of this Agreement during the Availability Period in any Utilisation Request shall be made on the Utilisation Date for that Loan through its Facility Office.

5.5 Cancellation of Facility Amount

Any amount of the Facility Amount which, at that time, has not been utilised by the Borrower shall be immediately cancelled at the end of the Availability Period (as such period may be extended from time to time in accordance with clause 2.2 (*Extension*)).

Section 3

Repayment, Prepayment and Cancellation

6 Repayment

6.1 Repayment of Loans

(a) The Borrower shall repay a Loan on the last day of its Interest Period.

(b) Without prejudice to the Borrower's obligation under clause 6.1(a) above, if a Loan is to be made available to the Borrower:

(i) on the same day that a maturing Loan is due to be repaid by the Borrower; and

(ii) in whole or in part for the purpose of refinancing the maturing Loan; and

the amount of the new Loan shall, unless the Borrower notifies the Lender to the contrary in the relevant Utilisation Request, be treated as if applied in or towards repayment of the maturing Loan so that:

(A) if the amount of the maturing Loan exceeds the aggregate amount of the new Loan:

(1) the Borrower will only be required to pay an amount equal to that excess to the Lender; and

(2) the new Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of the maturing Loan and the Lender will not be required to make a payment in respect of the new Loan; and

(B) if the amount of the maturing Loan is equal to or less than the amount of the new Loan:

(1) the Borrower will not be required to make a payment to the Lender; and

(2) the Lender will be required to make a payment in respect of the new Loan only to the extent the new Loan exceeds the maturing Loan and the remainder of the new Loan shall be treated as having been made available and applied by the Borrower in or towards repayment of the maturing Loan.

7 Prepayment and Cancellation

7.1 Illegality

If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund, issue or maintain any Loan or it becomes unlawful for any Affiliate of the Lender for the Lender to do so:

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Available Amount (as applicable) will be immediately cancelled; and

(c) the Borrower shall repay each Loan made to it on the last day of the Interest Period for that Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law) and the Available Amount shall be immediately cancelled in the amount repaid.

7.2 Change of Control

(a) The Borrower shall promptly notify the Lender in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**). The Borrower Notification shall set out all applicable details relating to such Change of Control Event and (if applicable) any measures taken or to be taken to rectify the Change of Control Event; and the Borrower shall provide such further information thereafter as may be requested by the Lender (acting reasonably).

(b) If a Change of Control Event occurs and is not rectified within seven days of the Borrower Notification, the Lender may by notice to the Borrower (a **Lender Notice**), cancel the Available Amount with effect from a date specified in that Lender Notice which is at least five Business Days after the date of the Lender Notice and declare that all or part of the Loans be payable within five Business Days after the date of the Lender Notice , PROVIDED ALWAYS that the Lender's right to serve a Lender Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty days from the date of the Borrower Notification in respect of that Change of Control Event.

(c) For the purposes of this clause 7.2 (*Change of Control*):

(i) **Change of Control Event** means:

(A) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50 per cent of the issued share capital of the BW Group or such number of shares in the BW Group as carry more than 50 per cent of the voting rights normally exercisable at a general meeting of the BW Group;

(B) the BW Group ceases to beneficially and legally hold (directly or indirectly) 20 per cent or more of the issued share capital of the Guarantor or such number of shares in the Guarantor as carry 20 per cent or more of the voting rights normally exercisable at a general meeting of the Guarantor; or

(C) if any person or persons acting in concert or any entity other than the BW Group (directly or via one or more intermediate holding companies):

(1) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Guarantor held by the BW Group as at the date of this Agreement; or

(2) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors of the Guarantor.

(ii) **BW Group** means BW Group Limited, an exempted company limited by shares incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

7.3 Mandatory prepayment – Borrowing Base amounts

(a) If, at any time, the Outstandings at that time exceed the Borrowing Base (the amount by which the Outstandings exceed the applicable Borrowing Base being a **Shortfall**), the Lender shall notify the Borrower of the Shortfall and the Borrower shall immediately, but in any case no later than within three Business Days (the **Shortfall Remedy Period**) from the date on which the Lender notifies the Borrower:

(i) prepay or repay the amount of the Shortfall notified by the Lender to the Borrower in clause 7.3(a) above from the Loans;

(ii) make a cash contribution directly to a Collection Account; or

(iii) deliver a new Borrowing Base Report to the Lender that confirms that such Shortfall no longer exists.

(b) If, on the last day of the Shortfall Remedy Period, the Lender determines that there is still a Shortfall and if the balance on any Collection Account is positive, the Lender shall transfer (and the Borrower authorises such transfer) such amounts from the Collection Account(s) to be applied in prepayment or repayment of the Loans (for application in accordance with clause 26 (*Payment Mechanics*)) in order to ensure that thereafter the Shortfall ceases to exist. For the avoidance of doubt, if on the last day of the Shortfall Remedy Period the balance of the Collection Account is equal or more than the Shortfall, such Shortfall shall be deemed to have been remedied.

7.4 Voluntary prepayment of Loans

The Borrower may prepay the whole or any part of a Loan prior to the last date of its Interest Period only if:

(a) it gives the Lender not less than five Business Days' (or such shorter period as the Lender may agree) prior written notice (which notice shall be irrevocable); and

(b) the Lender has provided its prior written consent to such prepayment.

7.5 Mandatory prepayment – Borrowing Base

If the Borrower does not comply with any provision of clause 19.5 (*Borrowing Base Requirements*), clause 20 (*Borrowing Base*) or clause 22.19 (*Accounts*):

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Available Amount (as applicable) will be immediately cancelled; and

(c) the Borrower shall repay each Loan made to it immediately after the Lender has notified the Borrower or by such other date specified by the Lender in the notification (being no earlier than the last day of any applicable grace period permitted by law) and the Available Amount shall be immediately cancelled in the amount repaid.

7.6 Restrictions

Subject to clause 4.4 (*Periodic review*):

(a) any notice of cancellation or prepayment given by any Party under this clause 7 (*Prepayment and Cancellation*) shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment;

(b) any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break-Funding Costs, without premium or penalty;

(c) unless a contrary indication appears in this Agreement, any part of the Facility which is prepaid or repaid may be re-borrowed in accordance with the terms of this Agreement;

(d) the Borrower shall not repay or prepay all or any part of a Loan or cancel all or any part of the Facility Amount except at the times and in the manner expressly provided for in this Agreement;

(e) no amount of the Facility Amount cancelled under this Agreement may be subsequently reinstated; and

(f) if all or part of a Loan is repaid or prepaid and is not available for redrawing (other than by operation of clause 4.2 (*Further conditions precedent*), an amount of the Facility Amount (equal to the amount which is repaid or prepaid) shall, upon the Lender notifying the Borrower, be cancelled on the date of repayment or prepayment.

Section 4

Costs of Utilisation

8 Interest

8.1 Calculation of interest

The rate of interest on each Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) Base Rate.

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

8.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.3(b) below, is two per cent per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan in the currency of the overdue amount for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligors on demand by the Lender.

(b) If any overdue amount consists of all or part of a Loan and which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent per annum higher than the rate which would have applied if the overdue amount had not become due.

(c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8.4 Notifications

(a) The Lender shall promptly notify the Borrower of the determination of a rate of interest relating to a Loan.

(b) This clause 8.4 shall not require the Lender to make any notification to the Borrower on a day which is not a Business Day.

8.5 Break-Funding Costs

(a) The Borrower shall, within three Business Days of demand by the Lender, pay to the Lender its Break-Funding Costs (if any) attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for a Loan or Unpaid Sum.

(b) The Lender will inform the Borrower of the accrued interest and any Break-Funding Costs.

9 Interest Periods

9.1 Interest Periods

(a) The Interest Period for a Loan shall be one month or such other period as may be agreed between the Borrower and the Lender.

(b) An Interest Period for a Loan shall not extend beyond the Termination Date.

(c) Each Interest Period for a Loan shall start on the Utilisation Date for that Loan.

(d) A Loan has one Interest Period only.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

10.1 Unavailability of Term SOFR

In respect of a Loan with an Interest Period of one month, three months or six months only:

(a) *Interpolated Term SOFR*: If Term SOFR is not available for the Interest Period of the relevant Loan, the Base Rate for such Interest Period shall be the Interpolated Term SOFR for a period equal in length to the Interest Period of that Loan.

(b) *Historic Term SOFR:* If clause 10.1(a) applies but Interpolated Term SOFR is not available for the Interest Period of the relevant Loan, the Base Rate for such Interest Period shall be Historic Term SOFR for a period equal in length to the Interest Period of that Loan.

(c) *Interpolated Historic Term SOFR:* If clause 10.1(b) applies but Historic Term SOFR is not available for the Interest Period of the relevant Loan, the Base Rate for such Interest Period shall be Interpolated Historic Term SOFR for a period equal in length to the Interest Period of that Loan.

(d) *Cost of funds:* If clause 10.1(c) applies but Interpolated Historic Term SOFR is not available for the Interest Period of the relevant Loan, there shall be no Base Rate for that Loan and clause 10.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.2 Unavailability of Term SOFR for Interpolated Rate (Trade Products – Odd)

In respect of a Loan with an Interest Period of less than one month only:

(a) *Historic Term SOFR:* if Term SOFR is not available for a period equal in length to one month, the Interpolated Rate (Trade Products – Odd) for the relevant Loan shall be Historic Term SOFR for a period equal in length to one month; and

(b) *Cost of funds:* If clause 10.2(a) above applies but Historic Term SOFR is not available for a period equal in length to one month, there shall be no Interpolated Rate (Trade Products – Odd) for that Loan and clause 10.4 (*Cost of funds*) shall apply to that Loan.

10.3 Market disruption

(a) Save for when clause 10.1(d) (*Unavailability of Term SOFR*) or clause 10.2(b) (*Unavailability of Term SOFR for Interpolated Rate (Trade Products – Odd)*) applies, if a Market Disruption Event occurs or if Overnight SOFR is not available for the calculation of the Interpolated Rate (Trade Products – Odd) for the relevant Loan, then, at the sole discretion of the Lender clause 10.4 (*Cost of funds*) shall apply to that Loan for the relevant Interest Period.

(b) For the purposes of clause 10.3(a) (*Market disruption*), a **Market Disruption Event** shall be deemed to have occurred when the Lender determines that, for whatever reason, adequate and reasonable means do not exist for ascertaining or fixing the rate of interest applicable to that Loan or the Lender is unable or it is impracticable for the Lender to obtain sufficient deposits in the relevant market to fund any part of that Loan, or the cost to the Lender of obtaining matching deposits in the relevant market is in excess of the Lender's cost of funding that Loan, or the cost to the Lender of funding that Loan from whatever source it may reasonable select would be in excess of the rate of interest applicable to that Loan, or when any benchmark rate, reference rate or base lending rate or rate of interest (calculated based on the formula or definition of relevant terms stated in this Agreement) is unavailable, zero or negative.

10.4 Cost of funds

(a) If this clause 10.4 applies, the Lender's cost of funding (the **Funding Rate**) shall apply to the relevant Loan for the relevant Interest Period.

(b) If this clause 10.4 applies pursuant to clause 10.3 (*Market disruption*) and the Lender's Funding Rate is less than the Market Disruption Rate, the cost to the Lender of funding that Loan for that Interest Period shall be deemed, for the purposes of clause 10.4(a) above, to be the Market Disruption Rate.

(c) For the purposes of clause 10.4(b) above, **Market Disruption Rate** means the percentage rate per annum which is the Base Rate.

11 Fees

11.1 Upfront fee

The Borrower shall pay to the Lender:

(a) an upfront fee of US$437,500 (being 0.25 per cent flat of the Facility Amount as at the date of this Agreement) on the date of this Agreement; and

(b) an annual upfront fee of 0.25 per cent flat of the Facility Amount (as at the applicable anniversary date) on the first anniversary of the date of this Agreement. On the second anniversary of the date of this Agreement until it is terminated, the Lender and the Borrower shall re-negotiate the upfront fee in good faith, which will in no event be more than 0.25 per cent flat of the Facility Amount (as at the applicable anniversary date).

11.2 Handling commission

Subject to clause 4.4 (*Periodic review*), the Borrower shall pay to the Lender, on the Utilisation Date of each Loan, a handling commission of 1/16 per cent flat on the amount of each Loan, subject to the Lender's minimum standard rates of S$75 Singapore dollars/- (or its equivalent in USD).

Section 5

Additional Payment Obligations

12 Tax Gross up and Indemnities

12.1 Definitions

(a) In this Agreement:

Protected Party means the Lender which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document

Tax Credit means a credit against, relief or remission for, or repayment of any Tax

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction

Tax Payment means either the increase in a payment made by an Obligor to the Lender under clause 12.2 (*Tax gross-up*) or a payment under clause 12.3 (*Tax indemnity*)

(b) Unless a contrary indication appears, in this clause 12 (*Tax Gross up and Indemnities*) a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) Each Obligor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by law.

(b) Each Obligor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly.

(c) If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(d) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

(a) The Borrower shall (within six Business Days of demand by the Lender) pay to the Protected Party an amount equal to the loss, liability or cost which the Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by the Protected Party in respect of a Finance Document.

(b) Clause 12.3(a) above shall not apply:

(i) with respect to any Tax assessed on the Lender:

(A) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(B) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

(ii) to the extent a loss, liability or cost:

(A) is compensated for by an increased payment under clause 12.2 (*Tax gross-up*); or

(B) relates to a FATCA Deduction required to be made by a Party.

(c) The Protected Party making, or intending to make a claim under clause 12.3(a) above shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

12.4 Tax Credit

If an Obligor makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) the Lender has obtained and utilised that Tax Credit,

the Lender shall pay an amount to that Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by that Obligor.

12.5 Stamp taxes

The Borrower shall pay and, within six Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to, all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

12.6 Indirect tax

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to the Lender shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Lender to any Party in connection with a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.

(b) Where a Finance Document requires any Party to reimburse or indemnify the Lender for any costs or expenses, that Party shall also at the same time pay and indemnify the Lender against all Indirect Tax incurred by the Lender in respect of the costs or expenses to the extent that the Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

12.7 FATCA Information

(a) Subject to clause 12.7(c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and/or

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to clause 12.7(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Clause 12.7(a) above shall not oblige the Lender to do anything, and clause 12.7(a)(iii) above shall not oblige any Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.7(a)(i) or 12.7(a)(ii) above (including, for the avoidance of doubt, where clause 12.7(c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.8 FATCA Deduction

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of a FATCA Deduction) notify the Party to whom it is making the payment.

13 Increased Costs

13.1 Increased Costs

(a) Subject to clause 13.3 (*Exceptions*) the Borrower shall, within six Business Days of a demand by the Lender, pay for the account of the Lender the amount of any Increased Costs incurred by the Lender or any of its Affiliates as a result of which:

(i) arises as a result of (A) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (B) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(ii) is a Basel III Increased Cost.

(b) In this Agreement **Increased Costs** means:

(i) a reduction in the rate of return from the Facility or on the Lender's (or its Affiliate's) overall capital;

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the Lender having entered into its Facility Amount or funding or performing its obligations under any Finance Document.

13.2 Increased Cost claims

(a) The Lender intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Borrower of the event giving rise to the claim.

(b) The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

13.3 Exceptions

(a) Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by clause 12.3 (*Tax indemnity*) (or would have been compensated for under clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.3(b) (*Tax indemnity*) applied);

(iv) attributable to the wilful breach by the Lender or its Affiliates of any law or regulation; or

(v) a Basel II Increased Cost.

(b) In this clause 13.3 (*Exceptions*), a reference to a **Tax Deduction** has the same meaning given to that term in clause 12.1 (*Definitions*).

14 Other Indemnities

14.1 Currency indemnity

(a) If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within six Business Days of demand, indemnify each Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:

(A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and

(B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

14.2 Other indemnities

(a) Each Obligor shall, within six Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

(i) the occurrence of any Event of Default;

(ii) any information produced or approved by an Obligor being or being alleged to be misleading and/or deceptive in any material respect;

(iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to an Obligor or with respect to the transactions contemplated or financed under this Agreement;

(iv) a failure by an Obligor to pay any amount due under a Finance Document on its due date;

(v) funding, or making arrangements to fund a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or

(vi) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(b) Each Obligor shall promptly indemnify the Lender, each Affiliate of the Lender and each officer or employee of the Lender or its Affiliate, against any cost, loss or liability incurred by the Lender or its Affiliate (or officer or employee of the Lender or Affiliate) in connection with or arising out of the use of proceeds under the Facility or Transaction Security being taken over the Security Assets (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the use of proceeds under the Facility), unless such loss or liability is caused by the gross negligence or wilful misconduct of the Lender or its Affiliate (or employee or officer of the Lender or Affiliate). Any Affiliate or any officer or employee of the Lender or its Affiliate may rely on this clause 14.2 (*Other indemnities*) subject to clause 1.4 (*Third party rights*) and the provisions of the Third Parties Act.

(c) Each Obligor shall promptly indemnify the Lender against:

(i) any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

(A) investigating any event which it reasonably believes is a Default;

(B) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(C) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and

(ii) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Lender (otherwise than by reason of the Lender's gross negligence or wilful misconduct) in acting as Lender under the Finance Documents.

(d) Each Obligor shall promptly indemnify the Lender and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:

(i) any failure by the Borrower to comply with its obligations under clause 16 (*Costs and Expenses*);

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) the taking, holding, protection or enforcement of the Transaction Security;

(iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Lender and each Receiver and Delegate by the Finance Documents or by law;

(v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or

(vi) acting as Lender, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Security Assets (otherwise, in each case, than by reason of the relevant Lender's, Receiver's or Delegate's gross negligence or wilful misconduct).

(e) Each Obligor expressly acknowledges and agrees that the continuation of its indemnity obligations under this clause 14.2 (*Other Indemnities*) will not be prejudiced by any release in accordance with the terms of this Agreement.

15 Mitigation by the Lender

15.1 Mitigation

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax Gross up and Indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Clause 15.1(a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

15.2 Limitation of liability

(a) The Borrower shall promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under clause 15.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

16 Costs and Expenses

16.1 Transaction expenses

The Borrower shall, within six Business Days of demand, pay the Lender the amount of all documented costs and expenses (including legal fees) reasonably incurred by it (and by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, registration and perfection of:

(a) the Transaction Security, this Agreement and any other documents referred to in this Agreement; and

(b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment costs

If:

(a) an Obligor requests an amendment, waiver or consent;

(b) an amendment is required pursuant to clause 26.7(a) (Change of currency); or

(c) an amendment is made pursuant to clause 32 (*Changes to reference rates*),

the Borrower shall, within six Business Days of demand, reimburse the Lender for the amount of all documented costs and expenses (including legal fees) reasonably incurred by the Lender (and by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement costs

The Borrower shall, within six Business Days of demand, pay to each Secured Party the amount of all documented costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights under, any Finance Document and the Transaction Security and any proceedings instituted by or against the Lender as a consequence of taking or holding the Transaction Security or enforcing these rights.

16.4 Double counting

For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by the Lender under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the **payer**) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between the Lender on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to the Lender in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Lender shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 6

Guarantee

17 Guarantee and indemnity

17.1 Guarantee and indemnity

The Guarantor irrevocably and unconditionally:

(a) guarantees to the Lender punctual performance by the Borrower of all its obligations under the Finance Documents;

(b) undertakes with the Lender that whenever the Borrower does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this clause 17 (*Guarantee and indemnity*) if the amount claimed had been recoverable on the basis of a guarantee.

17.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

17.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Guarantor under this clause 17 (*Guarantee and indemnity*) will continue or be reinstated as if the discharge, release or arrangement had not occurred.

17.4 Waiver of defences

The obligations of the Guarantor under this clause 17 (*Guarantee and indemnity*) will not be affected by an act, omission, matter or thing which, but for this clause 17 (*Guarantee and indemnity*), would reduce, release or prejudice any of its obligations under this clause 17 (*Guarantee and indemnity*) (without limitation and whether or not known to it or the Lender) including:

(a) any time, waiver or consent granted to, or composition with, the Borrower or other person;

(b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

17.5 Immediate recourse

The Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 17 (*Guarantee and indemnity*). This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.6 Appropriations

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(b) hold in a suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this clause 17 (*Guarantee and indemnity*).

17.7 Deferral of Guarantor’s rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Guarantor will not exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17 (*Guarantee and indemnity*):

(a) to be indemnified by the Borrower;

(b) to claim any contribution from any other guarantor of or provider of security for the Borrower’s obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

(d) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under clause 17.1 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against the Borrower; and/or

(f) to claim or prove as a creditor of the Borrower in competition with the Lender.

If the Guarantor shall receive any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender for application in accordance with clause 26 (*Payment Mechanics*). This only applies until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full.

17.8 Release

Subject to clauses 17.3 (*Reinstatement*) and 17.9 (*Avoidance of payments*), in the event that the Facility is terminated or cancelled in accordance with clause 4.4 (*Periodic review*) and upon irrevocable and unconditional payment of all amounts payable by the Borrower under or in connection with the Finance Documents, the Lender shall, at the request and at the cost (if any) of the Borrower, execute any documents or take any action which may be reasonably necessary to release the Guarantor from its obligations under this clause 17 (*Guarantee and indemnity*).

17.9 Avoidance of payments

If the Lender reasonably determines that there exists a reasonable possibility of the avoidance or invalidation of any payment or repayment of any obligations of an Obligor under the Finance Documents:

(a) the Lender shall be entitled not to release the Guarantor from any of its obligations under this clause 17 (*Guarantee and indemnity*); and

(b) if so required by the Lender (acting reasonably) each Obligor shall promptly provide the Lender with any evidence (including, if required by the Lender, a solvency report from the auditors of any Obligor in form and substance reasonably satisfactory to the Lender) requested by the Lender in order that it may determine whether or not at such time there exists such a possibility.

17.10 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

17.11 Default interest

No interest of the type referred to at clause 8.3 (*Default interest*) shall accrue on any amount unpaid by the Guarantor under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 7

Representations, Undertakings and Events of Default

18 Representations

Each Obligor makes the representations and warranties set out in this clause 18 to the Lender on the date of this Agreement.

18.1 Status

(a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

18.2 Binding obligations

Subject to the Legal Reservations:

(a) the obligations expressed to be assumed by it in each Transaction Document are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of clause 18.2(a) above), each Transaction Security Document creates the security interests which that Transaction Security Document purports to create and those security interests are valid and effective.

18.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents and the granting of the Transaction Security do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

18.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents and the transactions contemplated by those Transaction Documents.

18.5 Validity and admissibility in evidence

(a) All Authorisations and any other acts, conditions or things required or desirable:

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents;

(ii) to enable it to create the Security to be created by it pursuant to any Transaction Security Document to which it is a party and to ensure that such Security has the priority and ranking it is expressed to have; and

(iii) to make the Transaction Documents admissible in evidence in its Relevant Jurisdictions,

have been obtained, effected, done, fulfilled or performed and are in full force and effect.

(b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor have been obtained or effected and are in full force and effect.

18.6 Registration requirements

Except for registration of particulars of the Transaction Security Documents at the Accounting and Corporate Regulatory Authority in Singapore under Section 131 of the Companies Act 1967 of Singapore, it is not necessary to file, register or record any Transaction Document in any public place or elsewhere.

18.7 Governing law and enforcement

(a) Subject to Legal Reservations, the choice of the law stated to be the governing law of each Transaction Document will be recognised and enforced in its Relevant Jurisdictions.

(b) Subject to Legal Reservations, any judgment obtained in relation to a Transaction Document in the jurisdiction of the stated governing law of that Transaction Document will be recognised and enforced in its Relevant Jurisdictions.

18.8 Insolvency

No:

(a) corporate action, legal proceeding or other procedure or step described in clause 23.7 (*Insolvency proceedings*); or

(b) creditors' process described in clause 23.8 (*Creditors' process*),

has been taken or, to the knowledge of either Obligor, threatened in relation to an Obligor and none of the circumstances described in clause 23.6 (*Insolvency*) applies to an Obligor.

18.9 Deduction of Tax

It is not required to make any Tax Deduction (as defined in clause 12.1 (*Definitions*)) from any payment it may make under any Finance Document to the Lender.

18.10 No filing or stamp taxes

Except for registration fees associated with the registration of the Transaction Security Documents in accordance with clause 18.6 (*Registration requirements*), it is not necessary under the laws of its Relevant Jurisdictions that the Transaction Documents be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents.

18.11 No default

(a) No Event of Default and, on the date of this Agreement, no Default is continuing or might reasonably be expected to result from the making of any Loan or the entry into, the performance of, or any transaction contemplated by, any Transaction Document.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

18.12 No misleading information

(a) Any factual information provided by it to the Lender under or in connection with the Finance Documents was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated and all written information supplied by it to the Lender under or in connection with the Finance Documents is true, complete and accurate in all material respects as at the date it was given and is not misleading in any material respect.

(b) Any financial projections provided by or on behalf of it for the purposes of the Finance Documents have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

(c) Nothing has occurred or been omitted from any information provided by it to the Lender under or in connection with the Finance Documents and no information has been given by it or withheld under or in connection with the Finance Documents that results in the information provided being untrue or misleading in any material respect.

18.13 Financial statements

(a) Its Original Financial Statements were prepared in accordance with GAAP consistently applied.

(b) Its Original Financial Statements fairly present its financial condition as at the end of the relevant financial year and its results of operations during the relevant financial year.

(c) The budgets and forecasts supplied under or in connection with this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

(d) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Group, in the case of the Guarantor) since the date of the most recent financial statements delivered pursuant to clause 19.1 (*Financial statements*).

18.14 *Pari passu* ranking

(a) Its payment obligations under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

(b) Subject to the requirements specified in clause 18.6 (*Registration requirements*), each Transaction Security Document creates (or, once entered into, will create) in favour of the Lender the Security which it is expressed to create with the ranking and priority it is expressed to have.

18.15 No proceedings

(a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

(b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it or any of its Subsidiaries.

18.16 No breach of laws

It has not (and none of its Subsidiaries has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

18.17 Environmental laws

(a) Each Obligor is in compliance with clause 22.12 (*Environmental compliance*) and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.

(b) No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against any Obligor where that claim has or is reasonably likely, if determined against that Obligor, to have a Material Adverse Effect.

(c) No Obligor has been convicted for violations of any Environmental Laws.

18.18 Taxation

(a) It is not (and none of its Subsidiaries is) materially overdue in the filing of any Tax returns and it is not (and none of its Subsidiaries is) overdue in the payment of any amount in respect of Tax.

(b) No claims or investigations are being, or are reasonably likely to be, made or conducted against it (or any of its Subsidiaries) with respect to Taxes.

(c) It is resident for Tax purposes only in the jurisdiction of its incorporation.

18.19 Anti-corruption law and Anti-Terrorism Law

(a) Each Obligor has conducted its business in compliance with applicable Anti-Corruption Laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

(c) No Obligor or any of its Subsidiaries has undertaken any Corrupt Practice.

18.20 No money laundering

In relation to the borrowing by the Borrower of any Loan, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

18.21 Security and Financial Indebtedness

(a) No Security or Quasi-Security exists over:

(i) all or any of the Security Assets or any of the Borrower's other assets in connection with the Pools (including any Contract and any Pool Agreement); or

(ii) all or any of the other assets of the Borrower securing indebtedness entered into in connection with the Hafnia LR1 Pool Agreement and the Hafnia LR2 Pool Agreement other than as permitted by this Agreement.

(b) No Security or Quasi-Security exists over all or any of the present or future assets of the Guarantor in breach of clause 21 (*Financial Covenants*).

(c) The Borrower has no Financial Indebtedness outstanding entered into by it for the purpose of financing its working capital purposes in the normal course of its business operations, including in connection with the Pools, other than as permitted by this Agreement.

(d) The Guarantor has no Financial Indebtedness outstanding in breach of clause 21 (*Financial Covenants*).

18.22 Ranking

The Transaction Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security.

18.23 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

18.24 Legal and beneficial ownership

The Borrower is the sole legal and beneficial owner of the respective assets over which it purports to grant Security free from any claims, third party rights or competing interests other than Security permitted under clause 22.3(c) (*Negative pledge*).

18.25 Sanctions

Neither Obligor, nor to the best of each Obligor's knowledge (i) any Affiliates, directors, officers, employees or agents of either, nor (ii) with respect to paragraph (a) below, any Buyer or Pool Participant:

(a) is a Restricted Party;

(b) is in breach of or has breached Sanctions;

(c) is subject to or involved in any complaint, claim, proceeding, formal notice, and to its knowledge, investigation or other action by any Sanctions Authority concerning any Sanctions;

(d) is conducting or engaged in (or has conducted or been engaged in), directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions;

(e) is an entity or individual subject of any Sanctions;

(f) is incorporated, domiciled, resident or situated in a jurisdiction subject of any Sanctions, or is owned or controlled by, or acting on behalf of, a person who is subject of any Sanctions or incorporated, domiciled, resident or situated in a jurisdiction subject of any Sanctions; or

(g) has received notice of, or is otherwise aware of, any claim, action, suit, proceeding or investigation against it (or any other member of the Group) or any of its (or their) or any Relevant Person with respect to any Sanctions.

18.26 Eligible Receivables and Accounts

(a) The Borrower is not aware that an Insolvency Event has occurred in relation to it or any Eligible Buyer;

(b) each Reported Eligible Receivable is an Eligible Receivable;

(c) in respect of any Reported Eligible Receivable, the Borrower is not aware of any reason that the Eligible Buyer will not pay, for any reason (such as a dispute between the Borrower and the Eligible Buyer, whether or not connected with the relevant Reported Eligible Receivable) on or before the Cut-Off Date, an amount at least equal to the Borrowing Base Amount of Receivable relating to that Reported Eligible Receivable;

(d) all the information that the Borrower has provided to the Lender relevant to any Reported Eligible Receivable (whether in the relevant Borrowing Base Report or any document provided in connection with that Borrowing Base Report or otherwise) is and remains true and complete in all material respects, and no information was absent that results in the information provided being untrue or misleading in any material respect;

(e) neither the Reported Eligible Receivable, nor the underlying transaction to which the Reported Eligible Receivable relates, will have been derived from or related to any activity of the Borrower or, to the best of the Borrower's knowledge, of any Buyer, that is restricted under Anti-Money Laundering Laws;

(f) no Pool Participant has any right or title to any Reported Eligible Receivable or any Account and the Borrower has the sole legal and beneficial rights and title to each Reported Eligible Receivable and each Account and can validly enter into, exercise its rights and comply with its obligations under the Transaction Documents and grant and perfect the Transaction Security envisaged under the Finance Documents without requiring the consent of any Pool Participant or any Eligible Buyer (including for the purposes of granting the Security over the Accounts created pursuant to the Debenture and assigning by way of security all rights in and title to any Reported Eligible Receivable or under any Contract, Pool Agreement or invoice to the Lender and/or enforcing all rights in the Accounts and all rights under any Contract, Pool Agreement, invoice or Reported Eligible Receivable against the relevant Eligible Buyer or, as the case may be, Pool Participant and/or disclosing any information in relation to any Reported Eligible Receivable, any Contract or any Pool Agreement to the Lender); and

(g) no fraud has been committed in respect of any Reported Eligible Receivable or Transaction Document relevant to any Reported Eligible Receivable, by the Borrower or, to the best of the Borrower's knowledge, an Eligible Buyer or a Pool Participant.

18.27 No adverse consequences

(a) It is not necessary under the laws of its Relevant Jurisdictions:

(i) in order to enable the Lender to enforce its rights under any Finance Document; or

(ii) by reason of the execution of any Finance Document or the performance by it of its obligations under any Finance Document,

that the Lender should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.

(b) The Lender is not or will not be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of any Finance Document.

18.28 Insurances

(a) Each Obligor maintains:

(i) insurances on and in relation to its business and assets with reputable independent underwriters or insurance companies and to the extent usually insured against by prudent companies or as otherwise consistent with good industry practice; and

(ii) insurances required by applicable law or pursuant to any Contract or Pool Agreement.

(b) So far as it is aware, no event or circumstance has occurred and there has been no failure to disclose a fact which would entitle any insurer to materially reduce or avoid its liability under any such insurances.

(c) Each Obligor is in compliance with its obligations under each contract of insurance in all material respects.

(d) All insurance premiums which are due and payable pursuant to all and any insurances that it maintains have been paid in full and, so far as it is aware, there are no circumstances which would be reasonably likely to lead to any such insurances being revoked, vitiated or not renewed in the ordinary course.

18.29 Contracts

(a) The Borrower has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, each Contract which gives rise to any Reported Eligible Receivable and the transactions contemplated by those Contracts, and possesses all technical and financial means required by the Borrower for the performance of the transactions contemplated by those Contracts.

(b) Each Contract which gives rise to any Reported Eligible Receivable is in full force and effect and any condition precedent to its coming into force was satisfied by the date on which such condition precedent was due to be satisfied under the terms of that Contract and the payment obligations of the Eligible Buyer under that Contract are legal, valid, binding and enforceable obligations and do not and will not conflict with any applicable law or regulation.

(c) Each Contract which gives rise to any Reported Eligible Receivable is an Eligible Contract.

(d) No party to a Contract which gives rise to any Reported Eligible Receivable is in breach of any payment, delivery or other material obligation thereunder or has repudiated or done or caused to be done any act or thing evidencing an intention to repudiate that Contract.

(e) The Borrower has not received or given any notification (written or otherwise) of a failure or inability by any party to a Contract which gives rise to any Reported Eligible Receivable to comply with its obligations thereunder.

(f) No event or circumstance has occurred that gives rise or might reasonably be expected to give rise to a right to terminate early, suspend performance under, repudiate or cancel any Contract which gives rise to any Reported Eligible Receivable.

(g) There are no claims, liabilities or obligations in existence between the Borrower and a counterparty relating to any Contract which gives rise to any Reported Eligible Receivable or any other person that are or might reasonably be expected to be materially detrimental to the rights of any Secured Party under that Contract or the Finance Documents.

(h) The Borrower has entered into each Contract which gives rise to any Reported Eligible Receivable on arm's length terms.

(i) The Borrower may disclose to the Lender, its Affiliates and each of their professional advisors all information relating to any Contract without the consent or approval of any other person other than any consent or approval which has been obtained for such purposes.

18.30 Pool Agreements

(a) The Borrower has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, each Pool Agreement and the transactions contemplated by those Pool Agreements, and possesses all technical and financial means required by the Borrower for the performance of the transactions contemplated by those Pool Agreements.

(b) Each Pool Agreement is in full force and effect and any condition precedent to its coming into force was satisfied or, subject to the Lender’s prior consent, waived by the date on which such condition precedent was due to be satisfied under the terms of that Pool Agreement and the payment obligations under that Pool Agreement are legal, valid, binding and enforceable obligations and do not and will not conflict with any applicable law or regulation.

(c) No party to a Pool Agreement is in breach of any payment, delivery or other material obligation thereunder or has repudiated or done or caused to be done any act or thing evidencing an intention to repudiate that Pool Agreement.

(d) The Borrower has not received or given any notification (written or otherwise) of a failure or inability by any party to a Pool Agreement to comply with its obligations thereunder.

(e) No event or circumstance has occurred that gives rise or might reasonably be expected to give rise to a right to terminate early, suspend performance under, repudiate or cancel any Pool Agreement.

(f) There are no claims, liabilities or obligations in existence between the Borrower and a counterparty relating to any Pool Agreement or any other person that are or might reasonably be expected to be materially detrimental to the rights of any Secured Party under that Pool Agreement or the Finance Documents.

(g) The Borrower has entered into each Pool Agreement on arm's length terms.

(h) The Borrower may disclose to the Lender, its Affiliates and each of their professional advisors all information relating to any Pool Agreement without the consent or approval of any other person other than any consent or approval which has been obtained for such purposes.

18.31 Borrowing Base Report

(a) All factual information included in each Borrowing Base Report delivered pursuant to clause 20 (*Borrowing Base*) is accurate and complete in all material respects and nothing has occurred and the Borrower is not aware of any omissions which would make any information untrue or misleading in any material respect.

(b) Each Borrowing Base Report delivered pursuant to clause 20 (*Borrowing Base*) has been provided following careful consideration and has been prepared in good faith and with due care on the basis of most recent information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

18.32 Immunity

Neither it nor any of its assets is entitled to immunity from suit, execution, attachment or other legal process and in any proceedings taken in Singapore in relation to the Finance Documents, it will not be entitled to claim immunity for itself or any of its assets arising from suit, execution or other legal process.

18.33 Authorised signatories

Any person specified as its authorised signatory is authorised to sign Utilisation Requests and other notices on its behalf.

18.34 Material Adverse Effect

No event or circumstance has occurred in respect of any Obligor which has or is reasonably likely to have a Material Adverse Effect.

18.35 Collection Accounts

Each Pool Bank Account (as defined in each relevant Pool Agreement) is a Collection Account.

18.36 Repetition

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of each Utilisation Request, the first day of each Interest Period and on the date of each Borrowing Base Report.

19 Information Undertakings

The undertakings in this clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

19.1 Financial statements

Each Obligor shall supply to the Lender:

(a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years, in respect of the Guarantor, its audited consolidated financial statements for that financial year, and, in respect of the Borrower, its audited financial statements for that financial year; and

(b) as soon as the same become available, but in any event within 90 days after the end of each half of each of its financial years, in respect of the Guarantor, its unaudited consolidated financial statements for that financial half year, and, in respect of the Borrower, its unaudited financial statements for that financial half year; and

(c) as soon as the same become available, but in any event within 90 days after the end of each half of each of the financial years of the Borrower, the unaudited financial statements of each of the accounts of each Pool.

19.2 Compliance Certificate

(a) The Guarantor shall supply to the Lender, with each set of financial statements delivered pursuant to clauses 19.1(a) or 19.1(b) (*Financial statements*), a Compliance Certificate setting out (in reasonable detail) computations as to compliance with clause 21 (*Financial Covenants*) as at the date at which those financial statements were drawn up.

(b) Each Compliance Certificate shall be signed by any one director or authorised signatory of the Guarantor.

19.3 Requirements as to financial statements

(a) Each set of financial statements delivered by an Obligor pursuant to clause 19.1 (*Financial statements*) shall be certified by a director of the relevant company as fairly presenting its financial condition as at the date as at which those financial statements were drawn up.

(b) The Borrower shall procure that each set of financial statements delivered pursuant to clause 19.1 (*Financial statements*) is prepared using GAAP.

19.4 Information: miscellaneous

(a) Each Obligor shall supply to the Lender:

(i) all documents dispatched by that Obligor to its shareholders (or any class of them) or its creditors generally at the same time as they are dispatched;

(ii) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Obligor, and which, if adversely determined, are reasonably likely to have a Material Adverse Effect;

(iii) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any Obligor and which is reasonably likely to have a Material Adverse Effect;

(iv) promptly upon becoming aware of any change of ownership or control in respect of the Borrower;

(v) as soon as practicable but no later than seven Business Days following a request by the Lender, such further information regarding the financial condition, business and operations of any Obligor as the Lender may reasonably request, except to the extent that disclosure of such information will breach any law, regulation, stock exchange requirement or listing rule;

(vi) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such (to the extent the Borrower is aware of such steps);

(vii) any copies of documents held by any Obligor reasonably requested by the Lender in relation to any Finance Document, promptly and no later than three Business Days following the date of a request from the Lender;

(viii) any original document held by any Obligor requested by the Lender in relation to any Finance Document, promptly and no later than 15 Business Days following the date of a request from the Lender; and

(ix) promptly, notice of any change in such Obligor's authorised signatories, signed by a director or company secretary of such Obligor accompanied by specimen signatures of any new authorised signatories.

(b) The Borrower shall supply to the Lender:

(i) immediately upon becoming aware of the same, details of any breach by any party of its obligations or any default under any Contract or Pool Agreement, or of any material claim the principal amount of which exceeds US$750,000 (or its equivalent in another currency or currencies) made (or threatened), force majeure event, termination event or notice of any force majeure event, termination event or any material claim the principal amount of which exceeds US$750,000 (or its equivalent in another currency or currencies) under any Contract or Pool Agreement and of any progress or resolution in relation to such breach, claim, default, force majeure event, termination event or claim;

(ii) if the Borrower shall seek relief from performance of its obligations under any Contract, Pool Agreement or any Reported Eligible Receivable under any force majeure provision, any information in relation to the relevant force majeure event;

(iii) as soon as reasonably practicable but no later than seven Business Days following a request by the Lender, such invoices, inspection reports and any other document or evidence in relation to the Borrowing Base as the Lender may reasonably request;

(iv) as soon as reasonably practicable but no later than seven Business Days following a request by the Lender, a copy of any Contract or Pool Agreement entered into by the Borrower (or any amendment to it); and

(v) promptly, such information as the Lender may reasonably require about the Security Assets and compliance of the Borrower with the terms of any Transaction Security Documents.

19.5 Borrowing Base Requirements

The Borrower shall deliver to the Lender a Borrowing Base Report in accordance with clause 20 (*Borrowing Base*).

19.6 Year-end

Each Obligor shall procure that the end of each annual accounting period of each Obligor falls on 31 December.

19.7 Notification of default

(a) Each Obligor shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless it is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by any one director or authorised signatory certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

19.8 Direct electronic delivery by Borrower

Each Obligor may satisfy its obligation under this Agreement to deliver any information in relation to the Lender by delivering that information directly to the Lender in accordance with clause 28.5 (*Electronic communication*) to the extent the Lender agrees to this method of delivery.

19.9 "Know your customer" checks

Each Obligor shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (for itself or on behalf of any prospective new lender) in order for the Lender or any prospective new lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20 Borrowing Base

20.1 Definitions

For the purposes of this clause 20:

Advance Rate means, in relation to any Eligible Receivables and subject to clause 20.2(b) (*Calculation of the Borrowing Base*), the percentage of the Face Value specified in clause 20.2 (*Calculation of the Borrowing Base*)

Assessment Date means:

(a) **in respect of any** Accrued Income, the date on which the freight voyage relating to such Accrued Income has first commenced;

(b) in respect of any Freight Income, the date of completion of voyage for the Face Value of that Freight Income has been issued to the relevant Eligible Buyer; and

(c) in respect of any Demurrage Income, the date of completion of voyage for the Face Value of that Demurrage Income has been issued to the relevant Eligible Buyer

Borrowing Base has the meaning given to that term in clause 20.2 (*Calculation of the Borrowing Base*)

Borrowing Base Calculation Date means:

(a) the 7th, 14th, 21st, and 28th of each month (or if this is not a Business Day, the immediately following Business Day);

(b) each Business Day during a Shortfall Remedy Period; and

(c) **each other Business Day as may be agreed** from time to time in writing between the Borrower and the Lender

Borrowing Base Report means a report signed by one authorised signatory of the Borrower submitted to the Lender in accordance with this clause 20 containing details of each Eligible Buyer, duly completed by the Borrower in the form set out in Schedule 5 (*Form of Borrowing Base Report*) which shall:

(a) list which Receivables (whether included in the Borrowing Base or not) constitute:

  (i) Accrued Income;

  (ii) Freight Income; and

  (iii) Demurrage Income;

(b) list, broken down as to amount and identity of counterparty and the amount of all Receivables in relation thereto, and ensuring there is no set-off or double counting of Receivables; and

(c) confirm such other business or financial information in relation to the Borrower or the operation of the Pool as the Lender shall reasonably require from time to time.

Buyer means each person who purchases transportation services from the Borrower under a Contract

Eligibility Criteria means, in relation to any Contract, that:

(a) the counterparty to that contract is an Eligible Buyer;

(b) is entered into by the Borrower as disponent owner;

(c) relates to a Vessel;

(d) it provides for all amounts payable under it to the Borrower to be:

  (i) paid in USD;

  (ii) paid directly to a Collection Account (and any amendment to such Collection Account being subject to the Lender's prior written consent); and

(iii) (other than in relation to any Demurrage Income arising under that Contract) made without any withholding, counterclaim, deduction or set-off whatsoever (save to the extent expressly permitted under the terms of that contract as specifically approved by the Lender);

(e) such Contract is:

(i) subject to valid, first ranking Transaction Security, free from any claims, rights of set off and counterclaim (other than rights of set off and counterclaim in relation to any Demurrage Income arising under that Contract), third party rights or competing interests and in respect of which all perfection requirements have been met (or will be met in accordance with the terms of the Transaction Security Documents);

(ii) not subject to a known dispute or outstanding breach or other circumstance which might entitle the relevant Eligible Buyer to terminate or cancel that Contract and/or the Receivable payable under it;

(f) such Contract is valid and enforceable;

(g) such Contract is capable of being freely assigned and perfected without any further consent of the relevant counterparty under that Contract or any Pool Participant under any Pool Agreement or, where such consent is required, this has been or will be obtained and presented to the Lender prior to such Contract becoming subject to the Transaction Security;

(h) the terms of such Contract and any Pool Agreement are freely disclosable to the Lender, its potential assignees, transferees and sub-participants, its Affiliates and each of their professional advisors (or any required consent has been obtained for such purposes);

(i) such Contract is expressed to be governed by English law or the law of another jurisdiction acceptable to the Lender;

(j) such Contract provides for disputes to be submitted to arbitration in or to the courts of England or another jurisdiction acceptable to the Lender; and

(k) such Contract is on arm's length terms and for full market value

Eligible Buyer means a Buyer identified in a Borrowing Base Report which is approved by the Lender as an “Eligible Buyer” from time to time (in its absolute discretion), provided that the Lender may, at any time, notify the Borrower that a Buyer ceases to be an Eligible Buyer in accordance with clause 20.5 (*Eligible Buyers*)

Eligible Contract means a Contract which satisfies the Eligibility Criteria

Eligible Receivable means any Receivable which:

(a) is legally and beneficially owned in its entirety by the Borrower and is not subject to any Security or other encumbrance of any type (other than the Transaction Security);

(b) is not subject to any financing arrangements other than in connection with the Finance Documents;

(c) is governed by English law or the law of another jurisdiction acceptable to the Lender;

(d) is denominated in USD and owed to the Borrower under an Eligible Contract;

(e) constitutes an unconditional, legal, valid, enforceable and binding obligation of the relevant Eligible Buyer to pay its Face Value by the relevant payment due date relating to that Receivable;

(f) does not provide for payment terms exceeding (each such payments terms, the **Cut-Off Date**):

(i) in relation to an Accrued Income, 45 days after the relevant Assessment Date;

(ii) in relation to a Freight Income, 25 days after the relevant Assessment Date; and

(iii) in relation to a Demurrage Income, 180 days after the relevant Assessment Date;

(g) has not been extended, rescheduled, reduced, restructured, refinanced, re-aged or has otherwise had its original due date for payment delayed or amended;

(h) has not been subject to any Dilution which exceeds the difference between the Face Value of that Receivable and the respective Borrowing Base Amount of Receivable and there has not arisen any set-off, counterclaim or deduction in respect of such Reported Eligible Receivable (other than a Demurrage Receivable);

(i) is subject to valid, first ranking Transaction Security, free from any claims, rights of set off and counterclaim, third party rights or competing interests and in respect of which all perfection requirements have been met or will be met in accordance with the terms of the Transaction Security Documents;

(j) has not been sold or disposed of (or whose proceeds have not been sold or disposed of) by the Borrower;

(k) in respect of:

(i) any Demurrage Income or Freight Income is evidenced or to be evidenced by an invoice for the full Face Value of such Receivable, which invoice has been issued to the relevant Eligible Buyer on or before the date of the relevant Borrowing Base Report into which such Receivable has been included;

(ii) any Accrued Income:

(A) relates to a voyage which has begun prior to the date of the relevant Borrowing Base Report into which such Receivable has been included with all goods required to be delivered by the Borrower under the relevant Contract having been loaded on the relevant Vessel and the only obligations of the Borrower under that Contract remaining for such goods to be discharged in connection with such Accrued Income such discharge being the completion of such voyage;

(B) is, or with effect from the date of the relevant Borrowing Base Report into which such Receivable has been included, will be supported by a partially completed voyage as evidenced or to be evidenced by a recap;

(C) will, upon the commencement of the associated voyage, constitute an unconditional, legal, valid and binding obligation of the relevant Eligible Buyer to pay its Face Value by its payment due date relating to that Receivable following completion of the associated voyage; and

(D) is valid and freely assignable (or any consent or condition to its assignment pursuant to the Transaction Security Documents, including any perfection of such assignment, has been obtained or satisfied on or before its inclusion into the Borrowing Base Report);

(l) is not and does not represent (directly or indirectly) the property, interest in property, economic resource or similar of any person, including any Vessel, which is currently the subject or target of Sanctions or is in breach of any Sanctions; and

(m) has not been derived from or related to any activity of the Borrower or, to the best of the Borrower's knowledge, of any Buyer, that is restricted under Anti-Money Laundering Laws.

Face Value means, in relation to a Receivable, the total amount shown or to be shown, as the case may be, on the invoice (or in the case of any Accrued Income on the recap) that evidences or will evidence that Receivable as being the amount due from the relevant Buyer

Receivable means any present or future debt owed by a Buyer to the Borrower, pursuant to a Contract, evidenced or to be evidenced by an invoice or a recap, which debt shall include any obligation of that Buyer to pay default or other interest, to pay any other finance charges or to satisfy other liabilities under that Contract and which shall include any rights against such Buyer under the relevant Contract in connection with such debt and any services to which such debt relates to and all proceeds of such debt

20.2 Calculation of the Borrowing Base

(a) Subject to clause 20.2(b) below, the Borrowing Base shall be calculated as the aggregate (calculated in USD) of:

(i) 70 per cent of the Face Value of Accrued Income(being Eligible Receivables);

(ii) 90 per cent of the Face Value of Freight Income (being Eligible Receivables); and

(iii) 50 per cent of the Face Value of Demurrage Income (being Eligible Receivables),

(with each resulting amount calculated as outlined in clauses 20.2(a) –20.2(c) above in relation to each Receivable, the **Borrowing Base Amount of Receivable**) (the **Borrowing Base**).

(b) Unless otherwise agreed by the Lender, the calculation of the Borrowing Base shall be subject to the following:

(i) the Borrowing Base Amount of Receivables from members of a Single Group shall not account for more than 30 per cent of the total value of the Facility Amount;

(ii) the Face Value of Demurrage Income (being Eligible Receivables) from members of a Single Group shall not account for more than 25 per cent of USD50,000,000; and

(iii) 50 per cent of the Face Value of Demurrage Income (being Eligible Receivables) shall not account for more than USD50,000,000 of the Borrowing Base.

(c) For the purposes of clause 20.2(b) above, **Single Group** means the ultimate holding company and its Subsidiaries from time to time of a charterer as referred to in a Pool Agreement or Contract.

20.3 Borrowing Base Report

(a) The Borrower shall supply to the Lender on each Borrowing Base Calculation Date a duly completed Borrowing Base Report which shall be based on data as of the date which is no less than two Business Days prior to the Borrowing Base Calculation Date, in form and substance satisfactory to the Lender:

(b) Each Borrowing Base Report shall be certified by a duly authorised signatory of the Borrower or any other person acceptable to the Lender, certifying the information supplied in that Borrowing Base Report as being true and accurate in all material respects.

(c) If in the opinion of the Lender a Borrowing Base Report is incorrect in any respect or the Lender requires additional information to review the Borrowing Base Report then the Lender may:

(i) notify the Borrower;

(ii) request supporting information in relation to any aspect of the Borrowing Base Report that it requires, following which the Borrower shall provide such supporting information promptly and in any event not later than two Business Days following delivery of such request or such longer period agreed between the Borrower and the Lender;

(iii) request access to the records of the Borrower to verify any aspect of the Borrowing Base Report; and/or

(iv) if the information and/or records provided pursuant to this clause do not provide sufficient information in order to satisfy the Lender that the calculations set out in the relevant Borrowing Base Report are correct or the Borrower has not corrected the Borrowing Base Report for any perceived inaccuracies, amend the calculation of the Borrowing Base,

and, the calculation of the Borrowing Base as amended pursuant to clause 20.3(c)(iv) above shall take effect as the then applicable Borrowing Base.

(d) If a Default has occurred and is continuing the Borrower shall provide a Borrowing Base Report on each date notified to it by the Lender.

20.4 Audit of the Borrowing Base

Until the Termination Date, the Borrower will during regular business hours as reasonably requested by the Lender permit the Lender and/or its respective agents or representatives (including independent accountants) to conduct an audit:

(a) no more than two times a calendar year on a date agreed by the Borrower (acting reasonably); or

(b) at any time (and as often as the Lender considers necessary or desirable) following the occurrence of any event or circumstance which in the reasonable opinion of the Lender has or is reasonably likely to have a Material Adverse Effect, as soon as reasonably practicable after the request of the Lender; or

(c) at any time (and as often as the Lender considers necessary or desirable) following the occurrence of an Insolvency Event occurring in respect of any Obligor, as soon as reasonably practicable after the request of the Lender,

of the Borrower's accounting records, financial statements, correspondence and such other documents relating to the Borrower, any Eligible Buyer, any Pool Participant, Reported Eligible Receivable, Contract, Pool Agreement, Pool, Pool Participant and/or any Vessel, in each case, as the Lender may reasonably require except to the extent that disclosure of such information will breach any law, regulation, stock exchange requirement, listing rule or contractual obligation. Such audits shall include procedures to reasonably satisfy the Lender as to the accuracy of the information delivered from time to time by the Borrower to the Lender, the existence of the Reported Eligible Receivables, the Borrower's compliance with the Transaction Documents, the compliance of such Reported Eligible Receivables with the representations, warranties and covenants provided in connection with such Reported Eligible Receivables and the applicable Eligible Buyer in the Transaction Documents and evidence as to their performance. For the purposes of such audits, the Borrower will permit the Lender and/or its respective agents (or representatives (including independent accountants) to:

(i) examine and make copies of and abstracts from all books, records, documents (including, without limitation, computer tapes, disks and other forms of media storage) and collection systems in the possession or under its control relating to the Reported Eligible Receivables and the associated Contracts and invoices; and

(ii) to visit its offices and properties for the purpose of examining such materials described above and to discuss matters relating to the Reported Eligible Receivables or its performance under this Agreement with any of its officers or employees having knowledge of such matters.

The properly incurred fees, costs and expenses of the Lender and its agents and representatives as approved in advance by the Borrower (such approval not to be unreasonably withheld or delayed) including any independent public accountant in connection with such audits, examinations, reports and visits shall be borne by the Borrower and paid within 10 Business Days of written demand from the Lender and the Borrower shall effect such steps as such audits, examinations, reports or visits have concluded it should take.

20.5 Eligible Buyers

The Lender may at any time, in its absolute discretion, approve any Buyer as an Eligible Buyer or replace, remove or disapprove any Buyer as an Eligible Buyer and such determination shall be effective from the date specified by the Lender as the effective date for such determination (notwithstanding that the Borrower may only be notified of such determination after its effective date).

21 Financial Covenants

The Guarantor undertakes that this clause 21 will be complied with for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

21.1 Financial definitions

In this clause 21:

Adjusted Equity means the total equity presented in the Guarantor's most recent consolidated financial statements provided to the Lender pursuant to clause 19.1 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Lender or (iii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security, other than pursuant to the Transaction Security Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Guarantor, is (in the opinion of the Lender, upon such documents and evidence as the Lender may reasonably require the Guarantor to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Guarantor within five Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Guarantor to that member of the Group

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognized trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five days' notice; or

(e) any other debt security approved by the Lender,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than under the Transaction Security Documents)

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six months held with reputable international banks

Current Liabilities means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities

Long Term Liabilities means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP))

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis

21.2 Financial covenants

The Guarantor shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis, the Adjusted Equity shall at all times be no less than 25 per cent of the sum of the Liabilities and Adjusted Equity;

(b) **Minimum Adjusted Equity:** On a consolidated basis, the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than USD350,000,000; and

(c) **Minimum Liquidity:** On a consolidated basis, the Minimum Liquidity shall at all times be equal to or greater than USD60,000,000 of which USD30,000,000 may consist of Credit Lines.

21.3 Financial testing

The financial covenants set out in clause 21.2 (*Financial covenants*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Guarantor and by reference to each of the financial statements delivered in respect of the Guarantor pursuant to clause 19.1 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.2 (*Compliance Certificate*).

22 General Undertakings

The undertakings in this clause 22 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or the Facility Amount is in force.

22.1 Authorisations

(a) Each Obligor shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply to the Lender certified copies of any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

(A) enable it to perform its obligations under the Transaction Documents to which it is a party;

(B) ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document to which it is a party; and

(C) carry on its business.

(b) Each Obligor shall promptly make the registrations and comply with the other requirements specified in clause 18.6 (*Registration requirements*).

22.2 Compliance with laws

Each Obligor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Transaction Documents.

22.3 Negative pledge

In this clause 22.3, Quasi-Security means an arrangement or transaction described in clause 22.3(b) below.

(a) The Borrower shall not create or permit to subsist any Security over any of its Security Assets or any of its other assets in connection with the Pools (including any Contract and any Pool Agreement).

(b) In respect of its Security Assets, the Borrower shall not:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re acquired by the Borrower;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Clauses 22.3(a) and 22.3(b) above do not apply to any Security or (as the case may be) Quasi-Security entered into pursuant to any Finance Document.

(d) The Borrower shall not create or permit to subsist any Security or Quasi-Security securing indebtedness entered into in connection with the Hafnia LR1 Pool Agreement and the Hafnia LR2 Pool Agreement other than any Security or Quasi-Security securing indebtedness entered into in connection with such agreements the principal amount of which does not exceed USD250,000,000 (or its equivalent in another currency or currencies), provided that any such Security or Quasi-Security is not in respect of any Security Assets or any assets in connection with the Pools (including any Contract and any Pool Agreement).

(e) The Borrower shall give the Lender not less than five Business Days' prior written notice of the creation or substance of any Security or Quasi-Security.

22.4 Disposals

Unless permitted by and made in accordance with the terms of this Agreement, the Borrower shall not, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Security Asset or any of its other assets in connection with the Pools (including any Contract and any Pool Agreement).

22.5 Arm's length basis

No Obligor shall enter into any transaction with any person except on arm's length terms and for full market value.

22.6 Loans or credit

(a) The Borrower shall not be a creditor in respect of any Financial Indebtedness.

(b) Clause 22.6(a) above does not apply to any Financial Indebtedness provided by the Borrower as creditor:

(i) in its capacity as Pool Manager (as such term is defined in the Pool Agreements) to a Pool Participant under any Pool Agreement provided that such Financial Indebtedness is subject to Transaction Security;

(ii) to a pool participant with whom the Borrower has entered into a pool agreement pursuant to which the pool participant agrees to enter vessels owned or chartered in by such pool participant into a pool of vessels which vessels are commercially employed or managed by the Borrower (other than a Pool Participant under any Pool Agreement which is covered by clause 22.6(b)(i) above), for the purpose of financing such pool participant's working capital purposes in the normal course of its business operations; and

(iii) to any of the Borrower's Affiliates (other than a Pool Participant under any Pool Agreement which is covered by clause 22.6(b)(i) above) for the purpose of financing the normal course of such Affiliate's business operations,

provided that, in each case:

(A) no Default has occurred or would result from providing such Financial Indebtedness; and

(B) such Financial Indebtedness does not result in a breach of clause 3 (*Purpose*) or of any other provision of this Agreement.

22.7 No guarantees or indemnities

(a) The Borrower, in its capacity as pool manager, shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person.

(b) Without prejudice to clause 22.7(a) above, the Borrower, in any capacity (other than its capacity as pool manager which is covered under clause 22.7(a) above), shall not incur or allow to remain outstanding any guarantee in respect of any obligation of any person if a Default has occurred or would result from providing such guarantee.

22.8 Dividends and share redemption

On and at any time after the occurrence of a Default which is continuing (or if a Default may occur as a result therefrom), no Obligor shall:

(a) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);

(b) repay or distribute any dividend or share premium reserve;

(c) pay or allow any Obligor to pay any management, advisory or other fee to or to the order of any of the shareholders of an Obligor; or

(d) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.

22.9 Financial Indebtedness

(a) The Borrower shall not incur or allow to remain outstanding any Financial Indebtedness entered into by it for the purpose of financing its working capital purposes in the normal course of its business operations, including in connection with the Pools.

(b) Clause 22.9(a) above does not apply to:

(i) any Financial Indebtedness incurred pursuant to any Finance Documents; and

(ii) any Financial Indebtedness incurred, provided that:

(A) the aggregate principal amount of such Financial Indebtedness incurred in connection with the Hafnia LR1 Pool Agreement and the Hafnia LR2 Pool Agreement does not exceed US$250,000,000 (or its equivalent in another currency or currencies);

(B) such Financial Indebtedness is not in connection with the Pool Agreements; and

(C) no Default has occurred or would result from incurring such Financial Indebtedness.

(c) The Borrower shall give the Lender not less than five Business Days' prior written notice of the incurrence of any Financial Indebtedness.

(d) Notwithstanding clause 22.9(b) above, the Borrower shall not procure any double-financing, and in particular it shall not request or accept any financing from any financial institution other than the Lender using the same invoices, bills, warehouse receipts and/or underlying documents which have been submitted to the Lender in relation to any Loan.

(e) The Guarantor shall not incur or allow to remain outstanding any Financial Indebtedness in breach of clause 21 (*Financial Covenants*).

22.10 Merger

No Obligor shall enter into any amalgamation, demerger, merger or corporate reconstruction except a merger where the Borrower has demonstrated to the satisfaction of the Lender that:

(a) the Borrower is and will be the surviving entity of that merger and the Borrower retains all of its business and assets;

(b) such merger is on a solvent basis;

(c) no Change of Control and no Default has occurred at the time of the merger or would reasonably be expected to result from such merger;

(d) such merger would not reasonably be expected to have a Material Adverse Effect;

(e) following such merger:

(i) the Borrower remains liable for its obligations under the Finance Documents and the Lender has the same rights and remedies against (or in respect of) the Borrower under the Finance Documents; and

(ii) the Security conferred or intended to be conferred on the Lender by or pursuant to the Transaction Security Documents continues to be effective;

(f) the Lender has been given a 30 Business Days' prior notice by the Borrower of such merger; and

(g) the Borrower has provided to the Lender, promptly upon request and in any event before the completion of such merger, any Authorisation, documentation, opinion, assurance and other evidence which the Lender (acting reasonably) considers to be necessary or desirable in connection with such merger (and in particular in order for the Lender to conduct all "know your customer" and other similar procedures that it is required (or deems desirable) to conduct).

22.11 Change of business

Each Obligor shall procure that no substantial change is made to the general nature of the business of an Obligor from that carried on at the date of this Agreement.

22.12 Environmental compliance

Each Obligor shall:

(a) comply with all Environmental Laws;

(b) obtain, maintain and ensure compliance with all requisite Environmental Permits;

(c) implement procedures to monitor compliance with and to prevent liability under any Environmental Law; and

(d) take all reasonable steps in anticipation of known or expected future changes to or obligations under all Environmental Laws and Environmental Permits.

22.13 Environmental Claims

Each Obligor shall, promptly upon becoming aware of the same, inform the Lender in writing of:

(a) any non-compliance with any provision under clause 22.12 (*Environmental compliance*).

(b) any Environmental Claim against any Obligor which is current, pending or threatened; and

(c) any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any Obligor,

where the claim, if determined against that Obligor, has or is reasonably likely to have a Material Adverse Effect.

22.14 Anti-Corruption Laws, Anti-Money Laundering Laws and Anti-Terrorism Laws

(a) No Obligor will directly or indirectly use the proceeds of the Facility for any purpose which would breach any Anti-Corruption Law, Anti-Money Laundering Law or Anti-Terrorism Law.

(b) No Obligor shall take any Corrupt Practice.

(c) Each Obligor shall conduct its businesses in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Anti-Terrorism Laws, and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Anti-Terrorism Laws.

(d) No Obligor will directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act (Cap. 241) of Singapore or other similar legislation in other jurisdictions and applicable to it.

22.15 Taxation

(a) Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(i) such payment is being contested in good faith;

(ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Lender under clause 19.1 (*Financial statements*); and

(iii) such payment can be lawfully withheld.

(b) No Obligor may change its residence for Tax purposes.

22.16 Insurance

Each Obligor shall maintain:

(a) insurances on and in relation to its business and assets with reputable underwriters or insurance companies and to the extent usually insured against by prudent companies located in the same or a similar location and carrying on a similar business; and

(b) insurances required by applicable law or pursuant to any Contract and Pool Agreement.

22.17 Contracts and Pool Agreements

(a) The Borrower shall:

(i) comply in all material respects with its obligations under each Contract and Pool Agreement in the manner and at the times required in that Contract or Pool Agreement (as relevant);

(ii) use reasonable efforts to procure that each Buyer duly complies in all material respects with its payment and other material obligations under that Contract in the manner and at the times required in that Contract (and in accordance with the directions of the Lender from time to time given pursuant to the terms of the Finance Documents); and

(iii) use reasonable efforts to procure that each Pool Participant duly complies in all material respects with its payment and other material obligations under that Pool Agreement in the manner and at the times required in that Pool Agreement (and in accordance with the directions of the Lender from time to time given pursuant to the terms of the Finance Documents);

(iv) not take or omit to take any action that might result in:

(A) any default on any of its payment, delivery and other material obligations under a Contract or Pool Agreement;

(B) any right to terminate a Contract becoming exercisable by the Buyer;

(C) any counterclaim or right of set off arising under a Contract other than any set-off under a Contract that occurs prior to an Event of Default that is continuing, and in the ordinary course of trading as part of the settlement of final invoices for deliveries made thereunder; or

(D) any counterclaim or right of set off arising under a Pool Agreement other than any set-off under a Pool Agreement that occurs prior to an Event of Default that is continuing, and in the ordinary course of business.

(b) Subject to any provision of the Transaction Documents to the contrary, the Borrower shall diligently pursue any remedies available to it in respect of any breach or claim arising in relation to each Contract and Pool Agreement.

(c) The Borrower shall not permit, consent or otherwise agree to the transfer or assignment by any counterparty to a Contract or Pool Agreement of all or any of its obligations.

(d) The Borrower shall ensure that each Contract and Pool Agreement does not contain any restrictions or prohibitions on assignment or other grant of Security over its rights under that Pool Agreement or any Contract, unless such restrictions or prohibitions have been expressly and irrevocably waived.

22.18 Amendments

(a) Subject to clause 22.19(b) below, the Borrower shall not without the prior written consent of the Lender:

(i) amend, vary, novate, supplement, supersede, waive, give notice to terminate or cancel or terminate or cancel any term of a Contract, Pool Agreement or any Reported Eligible Receivable;

(ii) knowingly consent to any act or decision that would constitute a material breach of any Contract, Pool Agreement or any Reported Eligible Receivable or otherwise adversely affect any rights of the Lender thereunder or in relation thereto;

(iii) make, or agree to the cancellation, suspension, rescission, repudiation or other termination of any Contract, Pool Agreement or any Reported Eligible Receivable; or

(iv) seek relief from performance of its obligations under any Contract, Pool Agreement or any Reported Eligible Receivable, whether under any time limit for claims or any other provision (other than a force majeure provision).

(b) Without prejudice to clause 22.18(a) above and, subject to the terms of this Agreement, the Borrower may agree to any amendment, modification, waiver, variation, supplementation, supersession, novation, suspension, rescission, repudiation, cancellation, or termination or other relief to:

(i) the extent that that amendment, waiver, variation, supplementation, supersession, novation, suspension, rescission, repudiation, cancellation, or termination or other relief would not reasonably be expected to have a Material Adverse Effect on the interests of the Lender;

(ii) replace or extend the term of any Contract, Pool Agreement or any Reported Eligible Receivable on terms not materially less favourable to the Borrower; or

(iii) the operational, technical or administrative provisions of any Contract or Pool Agreement or any Reported Eligible Receivable so long as, in relation to any Contract or any Reported Eligible Receivable, there is no change to the payment terms, bank account details, any pricing, valuation or expenses or any other provision or item referred to or listed in the definition of "Eligibility Criteria", "Eligible Buyer", "Eligible Contract" or "Eligible Receivables".

22.19 Accounts

(a) The Borrower shall have sole signing rights on each Account.

(b) The Borrower shall at all times:

(i) ensure that each Account is at all times subject to fully perfected Transaction Security; and

(ii) ensure that the Accounts remain free from any Security or Quasi-Security other than Transaction Security and any Security in favour of the relevant account bank under its general terms and conditions.

(c) The Borrower shall issue irrevocable payment instructions to each counterparty to a Contract to pay all proceeds under each Contract to its relevant Collection Account.

(d) The Borrower shall use its reasonable efforts to ensure that each counterparty to a Contract complies with the irrevocable payment instructions referred to in 22.19(c) above.

(e) The Borrower shall ensure that each Pool Bank Account (as defined in each relevant Pool Agreement) is a Collection Account.

(f) (i) On and at any time after the occurrence of a Default which is continuing, the Borrower shall ensure that, or (ii) during any other time, the Borrower shall use its best efforts to ensure that, any proceeds and other amounts received by it under or in respect of any Eligible Receivable into any bank account other than a Collection Account are paid, not later than on the third Business Day following receipt, directly and solely into a Collection Account and, pending such payment, shall hold the same on trust for the Lender.

(g) The Borrower irrevocably authorises the Lender to apply amounts credited to any Collection Account to meet the Borrower's payment obligations under the Finance Documents and the Borrower may itself withdraw amounts from any Collection Account at any time to pay amounts due and payable under the Finance Documents (in each case, in accordance with clause 26.1 (*Payments to the Lender*)).

(h) To the extent that (i) the Lender has received (and is able to retain) payment in full of all amounts due and payable under the Finance Documents, (ii) no Shortfall has occurred or would occur and (iii) no Default is continuing, any surplus of funds standing to the credit of a Collection Account as of each Borrowing Base Calculation Date (if any) shall be paid by the Lender to the corresponding Operating Account (and the Borrower irrevocably and unconditionally authorises the Lender acting in any capacity, including as Account Bank, to debit such Collection Account and credit such Operating Account) as soon as practicable following such Borrowing Base Calculation Date, and no later than the second Business Day following such Borrowing Base Calculation Date.

(i) The Borrower may not, without the prior written consent of the Lender, withdraw any amount from or allow any amount to be debited from a Collection Account otherwise than in accordance with this clause 22.19.

22.20 *Pari passu* ranking

Each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

22.21 Further assurance

(a) Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law; and/or

(ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

22.22 Specific Undertakings

The Borrower shall:

(a) maintain, retain and implement administrative and operating procedures to retain and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Reported Eligible Receivables or in order to comply with applicable laws and regulations, and provide the Lender with access to or copies of such records and documentation promptly on reasonable request;

(b) refrain from any action which might in any way prejudice or limit the Lender's rights under or in respect of any Reported Eligible Receivable;

(c) promptly provide the Lender with any information that the Lender reasonably requests in relation to any Reported Eligible Receivable or any Buyer;

(d) promptly upon becoming aware, to notify the Lender if:

(i) any of the Borrower’s representations about the Reported Eligible Receivable becomes untrue in any material respect; or

(ii) any Reported Eligible Receivable is or becomes subject to any breach of Sanctions, or if there is any nexus or other connection to a Restricted Party in breach of Sanctions or a jurisdiction subject to Sanctions, or if the Borrower or any Buyer, or any director, officer or employee of the Borrower or any Buyer, is or becomes a Restricted Party which would in the case of a Buyer, result in the Borrower being in breach of Sanctions;

(e) not amend the instructions given to any Buyer in accordance with the Finance Documents or give any other instructions that are inconsistent with any terms of the Finance Documents; and

(f) procure that any written invoice issued in respect of any Reported Eligible Receivable notifies the relevant Eligible Buyer in writing that such Reported Eligible Receivable and all its proceeds and any rights under the relevant Contract have been assigned (by way of security) by the Borrower to the Lender.

22.23 Sanctions

Each Obligor shall (and shall ensure that each other member of the Group will):

(a) comply (and shall procure that each other Relevant Person shall comply) in all respects with all applicable Sanctions; and

(b) not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in its violation of any Sanctions;

(c) not directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any Loan:

(i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions;

(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to, any jurisdiction or any person subject of any Sanctions; or

(iii) in any other manner which could result in any person (including the Lender or any other person participating in or facilitating the offering of any Utilisation, whether as underwriter, adviser or otherwise) being in breach of any Sanctions or becoming subject of any Sanctions.

22.24 Listing

The Guarantor shall at all times during the Availability Period maintain the listing of its shares on a stock exchange on which it is presently listed (or any other stock exchange acceptable to the Lender with its prior written consent) and shall not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause).

23 Events of Default

Each of the events or circumstances set out in clause 23 is an Event of Default (save for clause 23.21 (*Acceleration*)).

23.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by an administrative or technical error; and

(b) payment is made within three Business Days of its due date.

23.2 Financial covenants and other obligations

(a) Any requirement of clause 21 (*Financial Covenants*) is not satisfied save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Lender in accordance with clause 19.2 (*Compliance Certificate*).

(b) The Borrower does not comply with any provision of any Transaction Security Document.

23.3 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 23.1 (*Non-payment*), clause 23.2 (*Financial covenants and other obligations*) or clause 23.19 (*Shortfall*)).

(b) No Event of Default under clause 23.3(a) above will occur if the failure to comply is capable of remedy and is remedied within five Business Days:

of the earlier of:

(i) the Lender giving notice to the relevant Obligor; and

(ii) the relevant Obligor becoming aware of the failure to comply.

23.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of an Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

23.5 Cross default

(a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).

(d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Event of Default will occur under this clause 23.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within Clauses 23.5(a) to 23.5(d) is less than US$30,000,000 (or its equivalent in any other currency or currencies).

23.6 Insolvency

(a) Any Obligor:

(i) is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due;

(ii) suspends making payments on any of its debts; or

(iii) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) A moratorium is declared in respect of any indebtedness of any Obligor.

23.7 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor other than a solvent liquidation or reorganisation of the Guarantor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;

(c) the appointment of a liquidator (other than in respect of a solvent liquidation of the Guarantor), receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Obligor or any of its assets; or

(d) enforcement of any Security over any assets of any Obligor,

or any analogous procedure or step is taken in any jurisdiction.

This clause 23.7 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

23.8 Creditors' process

Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of an Obligor and is not discharged within 30 days.

23.9 Unlawfulness and invalidity

(a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Transaction Security Documents ceases to be effective.

(b) Any obligation or obligations of an Obligor under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents.

(c) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender) to be ineffective.

(d) The ranking or priority of the security interest created by any Transaction Security Document is adversely affected.

23.10 Repudiation and rescission of agreements

Any Finance Document ceases for any reason (or is claimed by an Obligor not) to be the legal and valid obligations of any Obligor, binding upon it accordance with its terms, or any Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

23.11 Cessation of business

Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

23.12 Audit qualification

The auditors of the Group qualify the audited annual financial statements of the Borrower or the audited annual consolidated financial statements of the Guarantor in any way whatsoever considered by the Lender (acting reasonably) to be material and (within 30 days following the receipt by the Lender of the relevant accounts and notification to the Borrower that such qualification is deemed by the Lender to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Lender that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of that member of the Group, or (ii) to agree with the Lender a methodology for satisfying the Lender that the qualification has no substantive adverse implications for the credit standing of that member of the Group.

23.13 Litigation

Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes are commenced or threatened, or any judgment or order of a court, arbitral body or agency is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against any Obligor or any of its assets which have or are reasonably likely to have a Material Adverse Effect.

23.14 Expropriation

The authority or ability of any Obligor to conduct its business is materially limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, compulsory acquisition, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets or the shares in that Obligor (including without limitation the displacement of all or part of the management of any Obligor).

23.15 Contracts and Pool Agreements

Any Contract or Pool Agreement is amended, varied or waived in a way that, in the opinion of the Lender, is likely to have a material adverse effect on the ability of the Borrower to perform its obligations under any Finance Document.

23.16 Accounts

Unless with the prior written consent of the Lender, any Account is closed or requested to be closed (other than in accordance with the terms of this Agreement).

23.17 Security

(a) Any Transaction Security Document is not in full force and effect or does not create in favour of the Lender the Security which it is expressed to create with the ranking and priority it is expressed to have.

(b) Any Transaction Security Document is declared null and void by a Governmental Agency of competent jurisdiction, or any such Governmental Agency or an Obligor contests the validity, perfection or priority of the security granted pursuant to any Transaction Security Document.

23.18 Material adverse change

Any event or circumstance occurs which the Lender reasonably believes has or is reasonably likely to have a Material Adverse Effect.

23.19 Shortfall

On the last day of a Shortfall Remedy Period the Lender determines that there is still a Shortfall and (a) the balance on any Collection Account is not positive, or (b) following a transfer from the Collection Account(s) to be applied in prepayment or repayment of the Loan referred to in clause 7.3(b) (*Mandatory prepayment – Borrowing Base amounts*), the Shortfall is not remedied.

23.20 Declared company

An Obligor is declared by the Minister for Finance of Singapore to be a company to which Part 9 of the Companies Act 1967 of Singapore applies.

23.21 Acceleration

On and at any time after the occurrence of an Event of Default the Lender may:

(a) by notice to the Borrower:

(i) cancel the Available Amount at which time such Available Amount shall immediately be cancelled and the Facility shall immediately cease to be available for immediate Loan;

(ii) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;

(iii) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or

(b) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 8

Changes to Parties

24 Changes to the Parties

24.1 Assignments and transfers by the Lender

(a) The Lender may at any time (whether in whole or in part):

(i) assign any of its rights;

(ii) transfer by novation any of its rights and obligations; or

(iii) participate or sub-participate any of its rights and obligations,

under this Agreement and/or under any other Finance Document to any Affiliate or another branch of the Lender or any other bank or financial institution or a trust, fund, investor or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

(b) The consent of the Obligors is required for a transfer or assignment by the Lender under the Finance Documents, unless the assignment or transfer is (i) to an Affiliate or another branch of the Lender or (ii) made at any time on or after the occurrence of a Default.

(c) The consent of the Obligors to a transfer or assignment must not be unreasonably withheld or delayed. The Obligors will be deemed to have given their consent three Business Days after the Lender has requested it unless consent is expressly refused by an Obligor within that time.

(d) Each Obligor shall promptly do all such acts or execute all such documents (including any agreements, notices or acknowledgements) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) to facilitate transfer by the Lender of its rights and/or obligations under this Agreement, including by way of novation.

(e) If the Lender assigns any of its rights, benefits and obligations hereunder all references in this Agreement to the Lender shall be construed as a reference to the Lender and its assignee or assignees to the extent of their respective interests.

24.2 Security over Lender's rights

In addition to the other rights provided to the Lender under this clause 24, the Lender may, without consulting with or obtaining consent from the Obligors, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

24.3 Assignments and transfers by Obligors

Each Obligor may not assign or otherwise transfer its rights, benefits or obligations or any of them hereunder.

24.4 Costs

Notwithstanding any other term of this Agreement and without prejudice to clause 2.3 (*Accordion Exercise*), the Lender and/or its assignee(s) shall be responsible for any fees, costs and expenses (including legal fees) incurred by the Parties in connection with this clause 24 (*Changes to the Parties*).

Section 9

Application of Proceeds

25 Application of Proceeds

25.1 Order of application

Subject to clause 25.2 (*Prospective liabilities*), all amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this clause 25, the **Recoveries**) shall be held by the Lender to apply them at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law and subject to the provisions of this clause 25), in the following order:

(a) in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Transaction Security; and

(b) in payment to the Lender in accordance with this Agreement.

25.2 Prospective liabilities

Following acceleration or enforcement of any of the Transaction Security the Lender may, in its discretion, hold any amount of the Recoveries in suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under clause 25.1 in respect of:

(a) any sum to the Lender; and

(b) any part of the Secured Obligations,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

25.3 Investment of proceeds

Except as otherwise provided in any Transaction Security Document, the Lender may:

(a) invest any Recoveries in its name or under its control in any investments which may be selected by the Lender; or

(b) place any Recoveries on deposit in its name or under its control at any bank or institution (including itself) and on such terms as the Lender may agree,

pending the application from time to time of those moneys in the Lender's discretion in accordance with the provisions of this clause 25.3.

25.4 Currency recoveries

(a) The Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.

(b) The obligations of an Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

25.5 Permitted deductions

The Lender shall be entitled, in its discretion:

(a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement; and

(b) to pay all Taxes which may be assessed against it in respect of any of the assets subject to the Transaction Security, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

25.6 Delegation by the Lender

(a) Each of the Lender, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.

(b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

(c) No Lender or Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate unless such damages, costs or losses were directly caused by the Lender’s gross negligence or wilful misconduct.

Section 10

Administration

26 Payment Mechanics

26.1 Payments to the Lender

(a) On each date on which an Obligor is required to make a payment under a Finance Document that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender, in each case, specifies.

(c) Without prejudice to the obligations of the Obligors under the Finance Documents, the Lender may at any time apply any credit balance (whether or not it is then due) to which the Borrower is at any time beneficially entitled on any Account in (or towards) satisfaction of any unpaid sum then due and payable by an Obligor to the Lender under the Finance Documents regardless of the place of payment, booking branch or currency of either obligation. If such balances are in different currencies, the Lender may convert either balance at its Spot Rate for the purpose of the set-off.

(d) The Borrower irrevocably and unconditionally authorises the Lender to debit any Account or any other bank account held in the Borrower's name with the Lender; and/or instruct any Affiliate of the Lender (each a **Deposit Bank**) to debit any Account or any other bank account held in the Borrower's name with that Deposit Bank, for any amount due by the Borrower to the Lender under any Finance Document, and following receipt of such instructions (a copy of which the Lender shall provide to the Borrower) that Deposit Bank shall promptly debit the relevant account(s) for the amount instructed and pay such amount to the Lender (without any reference to or further authority from the Borrower or any other person and without any enquiry as to the justification for the instruction or the validity of the same), and the Lender shall apply such monies towards payment of any amount due to the Lender from the Borrower under the Finance Documents. Each Deposit Bank is authorised to disclose any information in relation to any such account(s) to the Lender at the Lender’s request.

26.2 Partial payments

(a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Lender shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:

(i) **first**, in or towards payment *pro rata* of any accrued interest, fee or commission due but unpaid under this Agreement;

(ii) **secondly**, in or towards payment of any principal due but unpaid under this Agreement; and

(iii) **thirdly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.

(b) The Lender may vary the order set out in clause 26.2(a)(i) to 26.2(a)(iii) above.

(c) Clauses 26.2(a) and 26.2(b) above will override any appropriation made by the Borrower.

26.3 No set-off by Obligors

All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26.4 Distributions to Obligors

The Lender may (with the consent of an Obligor or in accordance with clause 27 (*Set-Off*)) apply any amount payable by it to such Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from such Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

26.5 Business Days

(a) Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

26.6 Currency of account

(a) Subject to clauses 26.6(b) to 26.6(e) below, USD is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) Each repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when that interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than USD shall be paid in that other currency.

26.7 Change of currency

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the relevant market and otherwise to reflect the change in currency.

27 Set-Off

The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

28 Notices

28.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by letter.

28.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of the Borrower, that identified with its name below;

(b) in the case of the Guarantor, that identified with its name below; and

(c) in the case of the Lender, that identified with its name below,

or any substitute address or department or officer as the Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than five Business Days' notice.

28.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 28.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

(c) Any communication or document which becomes effective, in accordance with clauses 28.3(a) to 28.3(b) above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following day.

28.4 Notification of address

Promptly upon changing its address, the Lender shall notify the Obligors.

28.5 Electronic communication

(a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice;

(b) Any such electronic communication or delivery as specified in clause 28.3(a) above to be made between an Obligor and the Lender may only be made in that way to the extent that the relevant Obligor and the Lender agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery;

(c) Any such electronic communication or document as specified in clause 28.3(a) above made between or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose;

(d) Any electronic communication or document which becomes effective, in accordance with (c) above, after 5:00pm in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day; and

(e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this clause 28.6.

28.6 English language

(a) Any notice given under or in connection with any Finance Document must be in English.

(b) All other documents provided under or in connection with any Finance Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

28.7 Email Indemnity

In the event that any Obligor issues or purports to issue any communication via electronic communications (including, but not limited to, any Utilisation Request), the Lender may (but shall not be obliged to) act upon such communication and, in so doing, the Lender shall not in any way be liable for any losses, costs, charges or expenses whatsoever, legal and otherwise, which such Obligor may sustain, suffer or incur in consequence thereof, and such Obligor undertakes to indemnify and keep indemnified the Lender in full against any losses, costs, charges or expenses whatsoever, legal and otherwise, which the Lender may sustain, suffer or incur in consequence thereof.

29 Calculations and Certificates

29.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

29.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29.3 Day count convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days (or, in any case where the practice in the relevant market differs, in accordance with that market practice); and

(ii) subject to clause 29.3(b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to two decimal places.

30 Partial Invalidity

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

31 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any Finance Document. No election to affirm any Finance Document on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

32 Changes to reference rates

(a) If a Published Rate Replacement Event has occurred in relation to any Published Rate, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in place of that Published Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Lender and the Borrower.

(b) In this clause 32:

Published Rate means:

(i) Overnight SOFR; or

(ii) Term SOFR for any Quoted Tenor

Published Rate Replacement Event means, in relation to a Published Rate:

(i) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Lender and the Borrower, materially changed;

(ii)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iv) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

(v) the administrator of that Published Rate or its supervisor announces that Published Rate may no longer be used;

(vi) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender) temporary; or

(vii) in the opinion of the Lender and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Reference Rate means a reference rate which is:

(i) formally designated, nominated or recommended as the replacement for a Published Rate by:

(A) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under clause 32(a)(ii)(B) above;

(ii) in the opinion of the Lender, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or

(iii) in the opinion of the Lender, an appropriate successor to a Published Rate.

33 Confidential Information

33.1 Confidentiality

The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 33.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

33.2 Disclosure of Confidential Information

The Lender may disclose:

(a) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause 33.2(a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and, in each case, to any of that person's Affiliates, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or an Obligor and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom clause 33.2(b)(i) or clause 33.2(b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf);

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clause 33.2(b)(i) or clause 33.2(b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to clause 24.2 (*Security over Lender's rights*);

(viii) who is a Party;

(ix) whom the Lender deems fit for the purpose of any merger, amalgamation, acquisition, corporate reconstruction or corporate reorganisation undertaken (or which may be potentially undertaken) by the Lender on a confidential basis;

(x) to whom the Lender is under a duty to disclose;

(xi) who is an insurer or re-insurer of the Lender or any Obligor;

(xii) who is providing services to the Lender;

(xiii) who is a provider of any security or guarantee for the Facility;

(xiv) to whom the Lender considers such disclosure to be necessary or expedient;

(xv) any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act 1970 of Singapore; or

(xvi) with the consent of the Borrower,

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to clauses 33.2(b)(i), 33.2(b)(ii) and 33.2(b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to clause 33.2(b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information; or

(C) in relation to clauses 33.2(b)(v), 33.2(b)(vi) and 33.2(b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances; and

(c) to any person appointed by the Lender or by a person to whom clauses 33.2(b)(i) or 33.2(b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 33.2(c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Obligors and the Lender; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or an Obligor.

This clause 33.2 is not, and shall not be deemed to constitute, an express or implied agreement by the Lender for a higher degree of confidentiality than that described or prescribed in Section 47 of, and in the Third Schedule to, the Banking Act 1970 of Singapore or any other applicable law or regulation.

33.3 Entire agreement

This clause 33 (*Confidential Information*) constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

33.4 Inside information

The Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

33.5 Notification of disclosure

The Lender agrees (to the extent permitted by law and regulation) to inform the Obligors:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 33.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 33 (*Confidential Information*).

33.6 Continuing obligations

The obligations in this clause 33 (*Confidential Information*) are continuing and, in particular, shall survive and remain binding on the Lender for a period of two years from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with this Agreement have been paid in full and the Facility Amount has been fully cancelled or otherwise ceases to be available; and

(b) the date on which the Lender otherwise ceases to be the Lender.

33.7 Personal Data Protection Act

(a) The UOB Privacy Notice (Corporate) is incorporated by reference into and forms part of this Agreement. The UOB Privacy Notice (Corporate) shall apply to all personal data provided by any Obligor or otherwise collected by the Lender from any other sources or in the course of the Lender's relationship with any Obligor or any member of the UOB Group and each Obligor hereby consents to the collection, processing, use and disclosure of personal data in accordance therewith.

(b) If any Obligor provides the Lender with personal data of any individual (including, where applicable, any directors, partners, office holders, officers, employees, agents, shareholders and beneficial owners of such Obligor), such Obligor undertakes, represents and warrants to the Lender that such Obligor has obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his or her personal data by the Lender in accordance with the UOB Privacy Notice (Corporate).

(c) In the event of any conflict or inconsistency between this Agreement and the UOB Privacy Notice (Corporate), this Agreement shall prevail.

(d) Each Obligor agrees and undertakes to notify the Lender promptly upon its becoming aware of the withdrawal by the relevant individual of his/her consent to the collection, processing, use, transfer out of Singapore and/or disclosure by the Lender of any personal data provided by that Obligor to the Lender.

(e) Any consent given pursuant to this Agreement in relation to personal data shall survive death, incapacity, bankruptcy or insolvency of any such individual, the termination or expiration of this Agreement and the cancellation, termination or repayment of the Facility.

(f) In this clause 33.7:

(i) **UOB Group** means United Overseas Bank Limited and its related corporations;

(ii) **UOB Privacy Notice (Corporate)** means the UOB Privacy Notice (Corporate) of United Overseas Bank Limited available at http://www.uobgroup.com.sg, as may be amended, supplemented and/or substituted from time to time; and

(iii) **personal data** has the meaning ascribed to it in the Personal Data Protection Act 2012 of Singapore.

34 Bail-In

34.1 Bail-in clause

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party and each Obligor acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

34.2 Definitions

In this clause 34:

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms

Bail-In Action means the exercise of any Write-down and Conversion Powers

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to the United Kingdom, the UK Bail-In Legislation; and

(c) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers

UK Bail-In Legislation means Part 1 of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings)

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;

(b) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers; and

(c) in relation to any other applicable Bail-In Legislation:

    (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

35 Counterparts

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

Section 11
Governing Law and Enforcement

36 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

37 Enforcement

37.1 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a **Dispute**).

(b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) Notwithstanding clauses 37.1(a) and 37.1(b) above, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Secured Parties may take concurrent proceedings in any number of jurisdictions.

37.2 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, each Obligor:

(i) irrevocably appoints Campbell Johnston Clark Limited, with registered office at 59 Mansell Street, London E1 8AN, United Kingdom as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document; and

(ii) agrees that failure by an agent for service of process to notify the relevant Obligor of the process will not invalidate the proceedings concerned.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the relevant Obligor must immediately (and in any event within seven days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

38 Waiver of Immunity

38.1 Waiver of immunity

(a) The Borrower waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:

(i) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and

(ii) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action *in rem*, for the arrest, detention or sale of any of its assets and revenues.

(b) The Borrower agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
Conditions Precedent

1 The Obligors

(a) A copy of the constitutional documents of each Obligor.

(b) A copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors of each Obligor:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and Borrowing Base Report) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party;

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

(d) Certificates of (i) a director of the Borrower and (ii) a secretary or an assistant secretary of the Guarantor confirming that borrowing or guaranteeing or securing, as appropriate, the Facility Amount would not cause any borrowing, guaranteeing or similar limit binding on such Obligor to be exceeded.

(e) A copy of any power of attorney under which any person is to execute any of the Finance Documents on behalf of any Obligor.

(f) Certificates of (i) a director of the Borrower and (ii) a secretary or an assistant secretary of the Guarantor certifying that each copy document relating to it specified in this Schedule 1 (*Conditions Precedent*) is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney referred to in paragraphs (b) and (e) above have not been revoked.

2 Finance Documents

(a) This Agreement duly executed by each party to it.

(b) The Debenture duly executed by each party to it.

(c) A copy of all notices required to be sent under the Debenture, executed by the Borrower, duly acknowledged by the addressee (if required under the Debenture).

(d) Evidence that the following registrations have been made in respect of the Debenture: registration of particulars of the Debenture at the Accounting and Corporate Regulatory Authority in Singapore under Section 131 of the Companies Act 1967 of Singapore.

3 Legal opinions

(a) A legal opinion in relation to English law from Norton Rose Fulbright (Asia) LLP addressed to the Lender, substantially in the form distributed to the Lender prior to signing this Agreement.

(b) A legal opinion in relation to Singapore law from Norton Rose Fulbright (Asia) LLP addressed to the Lender, substantially in the form distributed to the Lender prior to signing this Agreement.

(c) A legal opinion in relation to Bermuda law from Conyers Dill & Pearman Limited addressed to the Lender, substantially in the form distributed to the Lender prior to signing this Agreement.

4 Accounts

(a) A letter from the Borrower to the Lender specifying each of the accounts subject to or intended to be subject to the Transaction Security including details of the account name, account number and the name and address of the bank or financial institution where the account is held.

(b) Confirmation from the Lender that the Accounts have been opened.

5 Other documents and evidence

(a) The Hafnia Handy Pool Agreement, duly executed by each party to it.

(b) The Hafnia MR Pool Agreement, duly executed by each party to it.

(c) Evidence that any process agent referred to in clause 37.2 (*Service of process*) has accepted its appointment.

(d) The Original Financial Statements of each Obligor.

(e) Evidence that the fees, costs and expenses then due from the Borrower pursuant to clause 10 (*Fees*), clause 12.5 (*Stamp taxes*), and clause 16 (*Costs and Expenses*) have been paid or will be paid by the first Utilisation Date.

(f) A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document.

Schedule 2
Utilisation Request

To: United Overseas Bank Limited as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Date: [●]

Dear Sirs

Hafnia Pools Pte. Ltd. – USD175,000,000 Uncommitted Borrowing Base Facility Agreement (with an accordion option of up to USD75,000,000) dated _____ 2023 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Currency of Loan:	USD
Amount:	[●] or, if less, the Available Amount
Interest Period:	[two weeks/one month/three months/ six months/[●]]

3 We confirm that each condition specified in clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.

4 [This Loan is to be made in [whole]/[part] for the purpose of roll-over / refinancing [*identify existing/maturing Loan*] (Loan Reference number [●]).]

5 [The proceeds of this Loan should be credited to [*account*].]

6 We hereby represent, warrant and undertake to the Lender as follows:

(a) we have not and will not be obtaining financing in respect of the receivables as indicated in the attached Borrowing Base Report, or any other rights under any Contract, from any other bank or financial institution;

(b) the declared receivables as indicated in the attached Borrowing Base Report are genuine current trade transactions and we hereby undertake to present to the Lender for inspection all relevant documents in support thereof at the Lender's request; and

(c) the declared receivables as indicated in the attached Borrowing Base Report have not been paid to us.

7 We agree to indemnify and hold harmless the Lender from and against any and all costs, claims, demands, losses, charges and expenses howsoever and of whatsoever nature which the Lender may sustain, incur or be liable for in connection with, or arising out of this application and the Lender's granting of the financing.

8 We confirm, represent and warrant that all statements and all other information or documents provided in connection with this application are true and accurate and we undertake full responsibility for and accept all consequences of any inaccurate or untrue statement, information or document.

9 Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Lender shall not examine, accept, reject, discount or otherwise handle or deal with any documents, shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Lender's sole discretion without any liability whatsoever on the Lender's part.

10 A person who is not a party to the terms herein has no right under the Third Parties Act to enforce any of the terms and conditions herein.

11 This Utilisation Request and any non-contractual obligations arising out of or in connection with it are governed by English law. We agree to submit to the non-exclusive jurisdiction of the courts in England in respect of any disputes arising out or in connection with this Utilisation Request. Without prejudice to the foregoing, we undertake not to commence proceedings or suits against the Lender in the courts of any other jurisdiction. In the event of any proceedings or suits commenced by us against the Lender, we agree that the courts of England shall have exclusive jurisdiction in respect of any disputes arising out of or in connection with this Utilisation Request. We agree to waive and do so waive any right vested in us by the laws of the jurisdiction in which we carry on business to challenge the validity or legality of any part of this provision.

12 This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for

Hafnia Pools Pte. Ltd.

Schedule 3
Form of Compliance Certificate

To: United Overseas Bank Limited as Lender

From: Hafnia Limited as Guarantor

Date: [●]

Dear Sirs

Hafnia Pools Pte. Ltd. – USD175,000,000 Uncommitted Borrowing Base Facility Agreement (with an accordion option of up to USD75,000,000) dated _____ 2023 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●] per cent (being not less than 25 per cent of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was USD[●] on the last day of the most recently elapsed fiscal half year (being not less than USD350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was USD[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than USD60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed:

Director/Authorised signatory of
Hafnia Limited

Schedule 4
Pool Agreements and List of Pool Participants

The Hafnia Handy pool agreement (the **Hafnia Handy Pool Agreement**) dated 1 January 2023 entered into between the Borrower as pool manager and the parties listed in Schedule 1 (*Participants*) thereto as pool participants, as follows:

(1) Advantage Park Shipping LLC;

(2) River Point LLC;

(3) Geranium Shiptrade S.A;

(4) Topaz Maritime Ltd;

(5) Nordic Tatiana Schifffahrtsgesellschaft mbH & Co KG;

(6) Valloeby Lisbeth Limited;

(7) Valloeby Leia Limited;

(8) Valloeby Spirit Limited;

(9) Valloeby Remlin Limited;

(10) Valloeby Glory Limited;

(11) Adriatic Tanker Limited;

(12) Caribic Tanker Limited;

(13) Nukura Services Inc;

(14) Verda Enterprises;

(15) Merville Ventures Inc.;

(16) Chemtrans Mercury UG (Haftungsbeschränkt) & Co. KG;

(17) Chemtrans Leo UG (Haftungsbeschränkt) & Co. KG;

(18) Chemtrans Uranus UG (Haftungsbeschränkt) & Co. KG;

(19) Chemtrans Mars UG (Haftungsbeschränkt) & Co. KG; and

(20) Hafnia Pools Pte. Ltd.

The Hafnia MR pool agreement (the **Hafnia MR Pool Agreement**) dated 1 January 2023 entered into between the Borrower as pool manager and the parties listed in Schedule 1 (*Participants*) thereto as pool participants, as follows:

(1) Ridgebury MR III, Ltd., Cyprus;

(2) Ridgebury MR 2021 LLC, Marshall Islands;

(3) Apricot Maritime S.A.;

(4) Velos Fortuna Maritime Ltd;

(5) Victoria Shipping Ltd;

(6) Harrier Bay Shipping Pte., Ltd.;

(7) M Pallonji Shipping Singapore Pte Ltd;

(8) LLC Aldabra;

(9) LLC Coetivy;

(10) Overseas Sun Coast LLC;

(11) Kouros Maritime S.A.;

(12) Lysias Maritime S.A;

(13) Yliki Shipping Corporation;

(14) Saltini Shipping Corporation;

(15) Louros Shipping Corporation;

(16) Lousios Shipping Corporation;

(17) Selitsa Shipping Corporation;

(18) GH Prod II LLC;

(19) GH Prod III LLC;

(20) GH Prod VI LLC;

(21) GH Prod VII LLC;

(22) MAGNOLIA SHIPTRADE S.A;

(23) THE GREAT EASTERN SHIPPING CO. LTD.;

(24) Interorient Navigation Company Limited;

(25) Gaia Shipping Ltd;

(26) Shuri Services;

(27) Hafnia Pools Pte. Ltd; and

(28) Hafnia Tankers Chartering Singapore.

Schedule 5
Form of Borrowing Base Report

To: United Overseas Bank Limited as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Date: [●] (the "**Determination Date**")

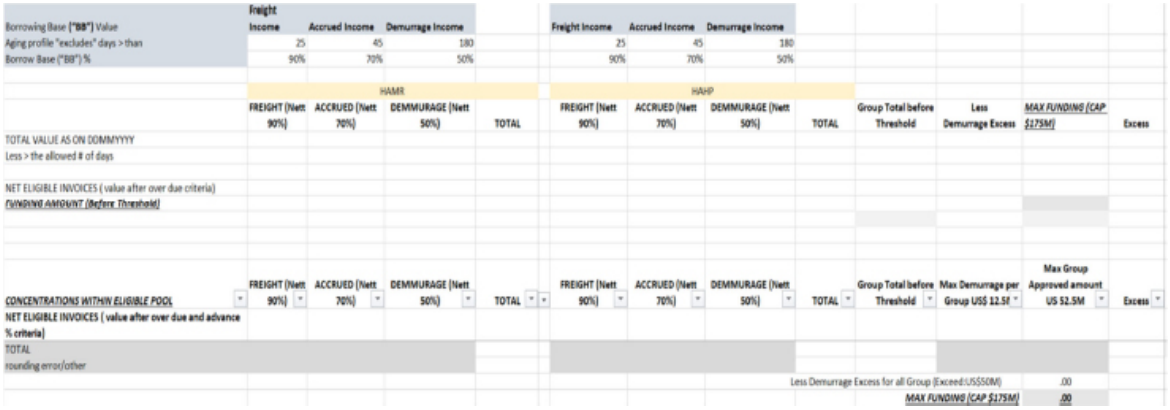
Hafnia Pools Pte. Ltd.

Borrowing Base Report

Dear Sirs

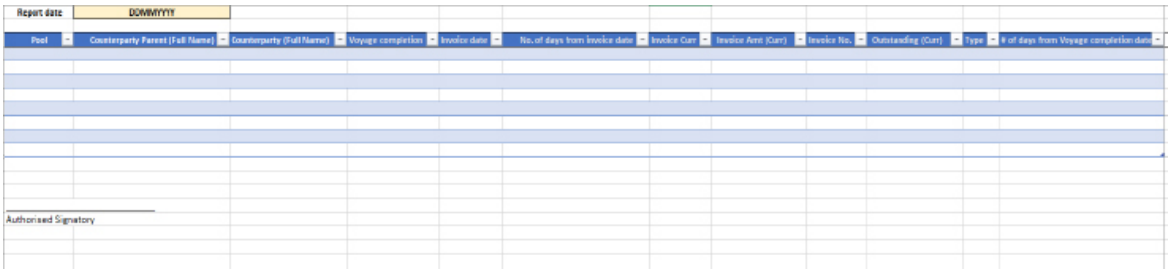
This Borrowing Base Report (this "**Report**") is dated [●], and is delivered in accordance with clause 20.3 (*Borrowing Base Report*) of the Uncommitted Borrowing Base Facility agreement, dated _____ 2023 (as amended from time to time) between Hafnia Pools Pte. Ltd. as borrower, Hafnia Limited as guarantor and United Overseas Bank Limited as lender (the **Agreement**). Capitalised terms used but not defined in this Report have the meaning given them in the Agreement.

As of the Determination Date, the undersigned hereby certifies the following Reported Eligible Receivables contained in the enclosed excel spreadsheet are included into the Borrowing Base:



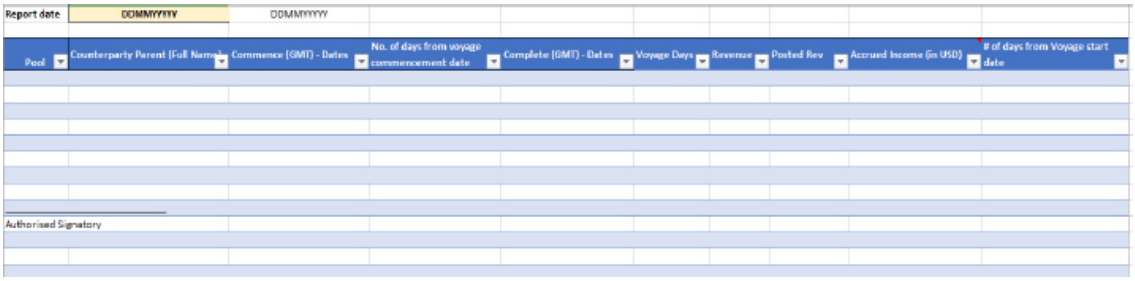
Borrowing Base ("BB") Value	Freight Income	Accrued Income	Demurrage Income		Freight Income	Accrued Income	Demurrage Income					
Aging profile "excludes" days > than	25	45	180		25	45	180					
Borrow Base ("BB") %	90%	70%	50%		90%	70%	50%					
	HAMR				HAHP							
	FREIGHT (Nett 90%)	ACCRUED (Nett 70%)	DEMMURAGE (Nett 50%)	TOTAL	FREIGHT (Nett 90%)	ACCRUED (Nett 70%)	DEMMURAGE (Nett 50%)	TOTAL	Group Total before Threshold	Less Demurrage Excess	MAX FUNDING (CAP $175M)	Excess
TOTAL VALUE AS ON DDMMYYYY												
Less > the allowed # of days												
NET ELIGIBLE INVOICES (value after over due criteria)												
FUNDING AMOUNT (Before Threshold)												
CONCENTRATIONS WITHIN ELIGIBLE POOL	FREIGHT (Nett 90%)	ACCRUED (Nett 70%)	DEMMURAGE (Nett 50%)	TOTAL	FREIGHT (Nett 90%)	ACCRUED (Nett 70%)	DEMMURAGE (Nett 50%)	TOTAL	Group Total before Threshold	Max Demurrage per Group US$ 12.5M	Max Group Approved amount US 52.5M	Excess
NET ELIGIBLE INVOICES (value after over due and advance % criteria)												
TOTAL												
rounding error/other												
										Less Demurrage Excess for all Group (Exceed:US$50M)	.00	
										MAX FUNDING (CAP $175M)	.00	

Freight Income

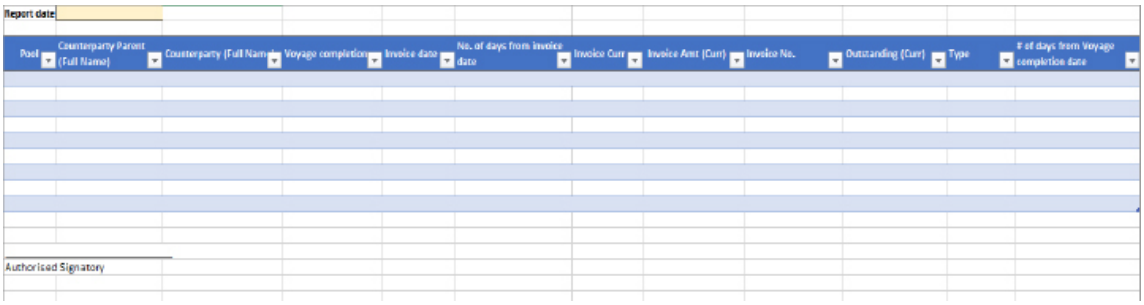


Report date	DDMMYYYY												
Pool	Counterparty Parent (Full Name)	Counterparty (Full Name)	Voyage completion	Invoice date	No. of days from invoice date	Invoice Curr	Invoice Amt (Curr)	Invoice No.	Outstanding (Curr)	Type	# of days from Voyage completion date		

Accrued Income



Demurrage Income



The undersigned represents and warrants that (1) the foregoing information is true, complete and correct as of the Determination Date, (2) each Reported Eligible Receivable is an Eligible Receivable and (3) the foregoing information and calculations otherwise comply with all conditions, terms, warranties, representations and covenants set forth in the Agreement.

For and on behalf of Hafnia Pools Pte. Ltd.

By:

Name:

Title: Authorised signatory

Schedule 6
Form of Accordion Exercise Notice

To: United Overseas Bank Limited as Lender

From: Hafnia Pools Pte. Ltd. as Borrower

Dated:

Hafnia Pools Pte. Ltd. – USD175,000,000 Uncommitted Borrowing Base Facility Agreement (with an accordion option of up to USD75,000,000) dated _____ 2023 (the Agreement)

1 We refer to the Agreement. This is an Accordion Exercise Notice. Terms defined in the Agreement have the same meaning in this Accordion Exercise Notice unless given a different meaning in this Accordion Exercise Notice.

2 Please note that it is the intention that the Facility Amount be increased by US$[●].

3 The definition of "Facility Amount" shall be substituted as follows:

"**Facility Amount** means, subject to clause 2.3 (*Accordion Exercise*), an amount not exceeding US$[●] at the date of this Agreement, to the extent not cancelled, reduced or transferred by the Lender under this Agreement" *[NB: new Facility Amount to be inserted]*

4 This Accordion Exercise Notice is supplemental to the Agreement and the provisions of the Agreement will, on and from the date of this Accordion Exercise Notice, be amended by this Accordion Exercise Notice. The provisions of the Agreement will, except as amended by this Accordion Exercise Notice, continue in full force and effect.

5 This Accordion Exercise Notice may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same instrument.

6 This Accordion Exercise Notice and any non-contractual obligations connected with it is governed, and constructed in accordance with, English law.

_____

for and on behalf of

Hafnia Pools Pte. Ltd. as Borrower

This Accordion Exercise Notice is accepted by the Lender.

The Accordion Exercise Effective Date is confirmed as at [●]. *[NB: Lender is not to execute this until all conditions it deems necessary are satisfied]*

_____

for and on behalf of

United Overseas Bank Limited as Lender

Signatories

The Borrower

SIGNED by Petrus Wouter Van Echtelt)

For and on behalf of)

HAFNIA POOLS PTE. LTD.)

)

/s/ Petrus Wouter Van Echtelt
Name : Petrus Wouter Van Echtelt
Title : Authorised Signatory

Address: 10 Pasir Panjang Road, Mapletree Business City #18-01 Singapore 117438

Attention: Pay Shuzhen/ Ho Kah Ying / Rune Gehlsen / Birgitte W. Kegel

Email address: spa@hafniabw.com, Corptf@hafniabw.com, kyh@hafniabw.com, rge@hafniabw.com, bwk@hafniabw.com, poolfinance@hafniabw.com

The Guarantor

SIGNED by Petrus Wouter Van Echtelt)

For and on behalf of)

HAFNIA POOLS PTE. LTD.)

)

/s/ Petrus Wouter Van Echtelt
Name : Petrus Wouter Van Echtelt
Title : Authorised Signatory

Address: 10 Pasir Panjang Road, Mapletree Business City #18-01 Singapore 117438

Attention: Petrus Wouter van Echtelt / Pay Shuzhen / Ho Kah Ying

Email address: pve@hafniabw.com; spa@hafniabw.com, corptf@hafniabw.com, kyh@hafniabw.com

The Lender

SIGNED by /s/ Ang Moh Chuan)

For and on behalf of)

UNITED OVERSEAS BANK LIMITED)

)

/s/ Ang Moh Chuan

(Authorised signatory)

Address: 1 Raffles Place, #23-61 One Raffles Place Tower 2, Singapore 048616

Attention: Esther Kwa / Quek Lee Keng / Andi Fadenan

Email address: Esther.KwaPG@uobgroup.com / ,Quek.LeeKeng@uobgroup.com / Andi.Fadenan@uobgroup.com

Hafnia – Facility Agreement – signature page

Exhibit 4.14

Private & Confidential

Execution version

Dated 17 December 2021

HAFNIA PTE. LTD.

as Borrower

guaranteed by
HAFNIA LIMITED

with

DANISH SHIP FINANCE A/S

as Lender

FACILITY AGREEMENT
for $106,275,000 loan

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 17 December 2021 and made between:

(A) **HAFNIA PTE. LTD.** as borrower (the **Borrower**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **DANISH SHIP FINANCE A/S** as lender (the **Lender**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrower.

Advances means the Ship 1 Advance, Ship 2 Advance, Ship 3 Advance, Ship 4 Advance, Ship 5 Advance and Ship 6 Advance and **Advance** means any of them.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order), Terrorism (Suppression of Financing) Act (Cap. 325) of Singapore or any similar laws enacted in or by the United States, the European Union, Singapore or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Lorentzen & Stemoco, Clarksons Valuations, Braemar Seascope Limited, Maersk Broker and Arrow Sale & Purchase (UK) Limited and such other independent reputable brokers nominated by the Borrower and approved in writing by the Lender.

Approved Classification Society means DNV, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrower and approved in writing by the Lender and, in relation to each Ship on the Utilisation Date in relation to the relevant Advance, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man, United Kingdom, Malta, Denmark (DIS) or such other jurisdiction as may be requested by the Borrower and approved in writing by the Lender (with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pools Pte. Ltd. (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR or handy tankers as commercial managers; and

(b) BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., Wallem Group Limited, MMS Co., Ltd. Singapore Branch and Norden Synergy Ship Management A/S as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrower and approved in writing by the Lender as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrower.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

Balloon means the sum of $79,706,250 (as may be reduced from time to time in accordance with the terms of this Agreement) payable on the Final Repayment Date.

Basel II Accord means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to the Lender, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by the Lender (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Lender or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by the Lender or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Lender or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means the amount (if any) by which:

(a) the interest (excluding the Margin) which the Lender should have received for the period from the date of receipt of all or any part of the Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of the Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Copenhagen and Singapore and, with respect to any payments to be made hereunder, New York.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda.

Change of Control Event means that:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Transaction Security.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3, Part 3, paragraph 2(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Co-Assured Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Lender in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Code means the US Internal Revenue Code of 1986.

Commitment means the amount specified as such in Schedule 1 *(The original parties)* to the extent not cancelled or reduced under this Agreement.

Compliance Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Compliance Certificate*) or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Facility of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility from either:

(a) any member of the Group or any of its advisers; or

(b) any shareholders of the Parent,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(a) information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 40 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(iii) is known by the Lender before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(b) any Funding Rate.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Deed of Covenant means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is in account current form, a first deed of covenant in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a period in excess of thirty six (36) months including options by the relevant Owner in favour of the Lender in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 27 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Disposal Repayment Date (Total Loss) means, in relation to a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date.

Disposal Repayment Date (Sale) means, in relation to a sale of a Mortgaged Ship by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person:

(a) subject to paragraph (b) below, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment; and

(b) where a Ship is engaged and operates under any Pool Agreement, the pool distributions payable or to become payable to the Borrower or any bareboat charterer in relation to that Ship in accordance with the Pool Agreement.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 27 (*Events of Default*).

Existing Facility means the facility agreement dated 22 June 2015 now made between (inter alia) the Borrower, the Parent and DNB Bank ASA.

Facility means the amortizing term loan facility in an amount of up to one hundred and six million two hundred seventy five thousand dollars ($106,275,000) made available by the Lender under this Agreement as described in clause 2 (*The Facility*).

Facility Office means the office notified by the Lender to the Borrower in writing on or before the date of this Agreement (or, following that date, by not less than five Business Days' written notice) as the office through which it will perform its obligations under this Agreement.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Commitment has reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully paid and discharged.

Fair Market Value means, in respect of any Ship, the average of the valuations, determined in accordance with clause 25 (*Minimum security value*) or, for the purposes of clause 5.5, as required under clause 4 (*Conditions of Utilisation*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Application Date means:

(a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or

(b) in relation to a "pass thru payment" described in section 1471(d)(7) of the Code not falling within (a) above, the first date from which a payment may become subject to a deduction or withholding required by FATCA.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Final Repayment Date means subject to clauses 33.4 and 33.5 (*Business Days*), 31 March 2025.

Finance Documents means this Agreement, the Security Documents and any other document designated as such by the Lender and the Borrower.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP;

(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

First Repayment Date means, subject to clauses 33.4 and 33.5 (*Business Days)*, 30 June 2022.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Lender or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the relevant Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Funding Rate means any individual rate notified by the Lender to the Borrower pursuant to clause 10.3(a)(ii) (*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrower and the relevant Owner) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) the Lender and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Insurance Undertakings and Assignments means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Lender in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the relevant Owner or the joint names of the relevant Owner and any other person in respect of or in connection with such Ship and/or the relevant Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interbank Market means the London interbank market.

Interest Period means, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.3 to 8.5 (*Default interest*).

Interpolated Screen Rate means, in relation to LIBOR for the Loan or any part of it or any Unpaid Sum, the rate (rounded upwards to four decimal places) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period of the Loan (or the relevant part of it) or the relevant Unpaid Sum; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period for the Loan (or the relevant part of it) of the relevant Unpaid Sum,

each as of 11:00 a.m. (London time) on the Quotation Day.

Last Availability Date means, subject to clauses 33.4 and 33.5 (*Business Days*), 31 March 2022 (provided that the Borrower shall exercise best efforts to utilise the Facility before 31 December 2021).

Legal Opinion means any legal opinion delivered to the Lender under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the entity listed in Schedule 1 (*The original parties*) as the Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Party as the Lender in accordance with clause 28 (*Changes to the Lender*),

which in each case has not ceased to be the Lender in accordance with the terms of this Agreement.

LIBOR means, in relation to the Loan (or any relevant part of it) or any Unpaid Sum:

(a) the applicable Screen Rate as of 11:00 am London time on the Quotation Day for the currency of the Loan and for a period equal in length to the Interest Period of the Loan (or any relevant part of it); or

(b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero.

Loan means the loan made or to be made under the Facility or the principal amount outstanding for the time being of the loan.

London Business Days means a day or days (other than a Saturday or Sunday) on which banks are open for general business in London.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Lender in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means 1.15% per annum.

Material Adverse Effect means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole; or

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

Minimum Value means, at any time, the amount in dollars which is at that time equal to one hundred and twenty five per cent (125%) of the Loan (less the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Mortgage means, in relation to a Ship or a Substitute Ship, a first priority mortgage of such Ship or Substitute Ship in the agreed form by the relevant Owner in favour of the Lender.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship or Substitute Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship or Substitute Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 28 (*Changes to the Lender*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*);

(b) if applicable, any Insurance Undertaking and Assignment in relation to a Ship if required under clause 24.4 (*Placing of cover*); and

(c) if applicable, any Co-Assured's Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means the Borrower, the Parent and each Owner (and any other person specified as an 'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent for its financial year ended 2020;

(b) the audited consolidated financial statements of the Borrower for its financial year ended 2020; and

(c) the audited financial statements of the Owner for its financial year ended 2020.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Shipowner Guarantees from the relevant Owner;

(b) the Mortgages over each of the Ships; and

(c) the Deeds of Covenant over each of the Ships.

Owner means, as at the date of this Agreement, BW Clearwater Pte. Ltd. a private limited company incorporated in Singapore with UEN no. 201412450K and registered office at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438 or any Substitute Owner.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems- related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

    (i) from performing its payment obligations under the Finance Documents; or

    (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (*Repairer's Lien*);

(b) any lien on the Ship for master's, officer's or crew's wages and master's disbursements outstanding in the ordinary course of its trading; and

(c) any lien on the Ship for salvage,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien; or

(c) in respect of any Ship prior to the commencement of the Mortgage Period for that Ship, any Security Interest granted in connection with the Existing Facility by the Owner or any other person over that Ship or its Earnings, Insurances, charters or Requisition Compensation; or

(d) is approved.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Pool Agreement means a pooling arrangement pursuant to a pool management agreement with Hafnia Pools Pte. Ltd. or similar approved agreement.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 33.4 and 33.5 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

Quarterly Instalments means the sum of $2,214,062.50 (as may be reduced from time to time in accordance with the terms of this Agreement) payable on each Repayment Date.

Quotation Day means (a) in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Lender in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days) and (b) in relation to any Interest Period the duration of which is selected by the Lender pursuant to clause 8.3 (*Default interest*), such date as may be determined by the Lender (acting reasonably).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repayment Date means, subject to clauses 33.4 and 33.5 (*Business Days*):

(a) the First Repayment Date;

(b) each of the Quarter Dates after the First Repayment Date up to but not including the Final Repayment Date; and

(c) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.33, 18.36 to 18.38, 18.41, 18.43 (a) and (b) and 18.45.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that the Lender would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Sanctions means any applicable (to Obligors and/or any Relevant Person and/or the Lender as the context provides) trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means any government entity of the United Nations, the European Union, the United States of America, any member state of the European Economic Area, the United Kingdom, the Republic of Singapore, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, the United States Department of Commerce or any other agency of the United States Government, the United Nations Security Council, The European Union, Her Majesty's Treasury of the United Kingdom, the Monetary Authority of Singapore and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Lender may specify another page or service displaying the relevant rate after consultation with the Borrower.

Secured Obligations means:

(a) all indebtedness and obligations at any time of any Obligor to the Lender under, or related to, the Finance Documents; and

(b) all other indebtedness and obligations at any time due, owing or incurred by each Obligor to the Lender under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed in favour of the Lender to guarantee and/or secure any amounts owing to the Lender under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of (a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Lender provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Ship 1 means the ship described as such in Schedule 2 (*Ship information*).

Ship 1 Advance means the borrowing of the whole or a portion of the Ship 1 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 1 Commitment means $17,143,750 and to the extent not cancelled or reduced under this Agreement.

Ship 2 means the ship described as such in Schedule 2 (*Ship information*).

Ship 2 Advance means the borrowing of the whole or a portion of the Ship 2 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 2 Commitment means $17,143,750 and to the extent not cancelled or reduced under this Agreement.

Ship 3 means the ship described as such in Schedule 2 (*Ship information*).

Ship 3 Advance means the borrowing of the whole or a portion of the Ship 3 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 3 Commitment means $18,281,250 and to the extent not cancelled or reduced under this Agreement.

Ship 4 means the ship described as such in Schedule 2 (*Ship information*).

Ship 4 Advance means the borrowing of the whole or a portion of the Ship 4 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 4 Commitment means $17,143,750 and to the extent not cancelled or reduced under this Agreement.

Ship 5 means the ship described as such in Schedule 2 (*Ship information*).

Ship 5 Advance means the borrowing of the whole or a portion of the Ship 5 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 5 Commitment means $18,281,250 and to the extent not cancelled or reduced under this Agreement.

Ship 6 means the ship described as such in Schedule 2 (*Ship information*).

Ship 6 Advance means the borrowing of the whole or a portion of the Ship 6 Commitment by the Borrower or (as the context may require) the outstanding principal amount of such borrowing.

Ship 6 Commitment means $18,281,250 and to the extent not cancelled or reduced under this Agreement.

Ship Commitments means the Ship 1 Commitment, Ship 2 Commitment, Ship 3 Commitment, Ship 4 Commitment, Ship 5 Commitment and Ship 6 Commitment and **Ship Commitment** means any of them.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clause 18.42 (*Ship status*).

Shipowner Guarantee means, in relation to a Ship, a limited recourse guarantee by the relevant Owner in favour of the Lender in the agreed form.

Ships means each of the ships described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Substitute Owner means any registered owner of a Substitute Ship pursuant to clause 25.15 (*Substitution of a Mortgaged Ship*).

Substitute Ship is defined in clause 25.15 (*Substitution of a Mortgaged Ship*).

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a "**Compulsory Acquisition**") (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date 1 month after its Total Loss Date if in the reasonable opinion of the Lender there is no insurance cover in respect of the Total Loss;

(b) the date 6 months after its Total Loss Date or, if the cover provided by the relevant Insurances is confirmed by the relevant insurers on terms acceptable to the Lender, 12 months after its Total Loss Date; and

(c) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Transaction Security means the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of an Advance.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere; and

(c) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

(c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail- In Legislation that are related to or ancillary to any of those powers.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Copenhagen time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document or Non-obligor Security Document has already been executed by all of the relevant parties, such Finance Document or Non-obligor Security Document in its executed form (if entered into by a member of the Group);

(ii) prior to the execution of a Finance Document or a Non-obligor Security Document, the form of such Finance Document or Non-obligor Security Document separately agreed in writing between the Lender and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, is in the form specified by the Lender;

(g) **approved** means approved in writing by the Lender (on such conditions as the Lender may impose) and **approval** and **approve** shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(k) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(C) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to

participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(l) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(m) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(n) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the Copenhagen foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Lender (with the relevant exchange rate of any such purchase being the **Lender's spot rate of exchange**);

(o) a **government entity** means any government, state or agency of a state;

(p) a **guarantee** (other than in clause 17 (*Guarantee and indemnity*) or any Shipowner Guarantee) means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(q) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and

(ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month

and the above rules in paragraphs (i) to (ii) will only apply to the last month of any period;

(s) an **obligation** means any duty, obligation or liability of any kind;

(t) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(u) **pay** or **repay** in clause 26 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(v) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(w) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(x) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(y) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(z) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(aa) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries;

(bb) a provision of law is a reference to that provision as amended or re-enacted; and

(cc) a person includes its successors in title, permitted assignees or transferees.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is **continuing** if it has not been remedied or waived and an Event of Default is **continuing** if it has not been remedied (prior to the Lender taking any action under clause 27.40(a) to 27.40(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

Third party rights

1.8 Unless expressly provided to the contrary in a Finance Document for the benefit of the Lender or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.9 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.10 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through the Lender and if and to the extent and in such manner as the Lender may determine.

Finance Documents

1.11 Where any other Finance Document provides that this clause 1.11 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.12 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Facility

The Facility

2.1 Subject to the terms of this Agreement, the Lender makes available to the Borrower a term loan facility in an amount equal to the Commitment from time to time.

3 Purpose

Purpose

3.1 The Borrower shall apply all amounts borrowed under the Facility in accordance with this clause 3.

Refinancing

3.2 The Commitment shall be made available solely for the purpose of assisting the Borrower to refinance the acquisition cost of the Ships.

Monitoring

3.3 The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent to signing

4.1 On or prior to the date of this Agreement, the Borrower shall provide to the Lender all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to signing*) in form and substance satisfactory to the Lender.

Conditions precedent to the delivery of the first Utilisation Request

4.2 The Borrower may not deliver the first Utilisation Request until the Lender has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent to the delivery of a Utilisation Request*) in form and substance satisfactory to the Lender.

Ship and security conditions precedent to each Utilisation

4.3 The Ship Commitment in respect of a Ship shall only become available for borrowing under this Agreement if the Lender, or its duly authorised representative, has received all of the documents and evidence listed in Parts 1, 2 and 3 of Schedule 3 in relation to the relevant Ship and the relevant Owner in form and substance satisfactory to the Lender.

Conditions subsequent

4.4 The Lender, or its duly authorised representative, shall receive within the period set out therein, the documents and evidence specified in Part 4 of Schedule 3 (*Conditions subsequent*) in form and substance satisfactory to the Lender, provided that in the case of the legal opinions set out in Part 4 of Schedule 3 (*Conditions subsequent*) and the issued opinion from insurance consultants set out in Part 4 of Schedule 3 (*Conditions subsequent*), the Lender acknowledges that delivery of such opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Lender to procure the delivery of the same by the deadline date specified therefor, the Lender shall, extend such deadline date if required to avoid any Event of Default.

Notice of satisfaction of conditions

4.5 The Lender shall notify the Borrower promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. The Lender shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.6 The Lender will only be obliged to comply with clause 5.7 (*Lender's obligation to lend*) if, on the date of the Utilisation Request (except for in connection with paragraph (e) below) and on the proposed Utilisation Date:

(a) no Default is continuing or would result from the proposed Utilisation;

(b) none of the following events have occurred: i) Material Adverse Effect, Total Loss of any Ship the subject to the Utilisation or a mandatory prepayment in respect to the Loan or mandatory cancellation event which relates to any Ship Commitment the subject of the Utilisation;

(c) in relation to the first Utilisation, all of the representations set out in clause 18 (*Representations*) (except the Ship Representations) are true in all material respects;

(d) in relation to each subsequent Utilisation, all the Repeating Representations set out in clause 18 (*Representations*) are true in all material respects; and

(e) where the proposed Utilisation Date is to be the first day of the Mortgage Period, the Ship Representations are true in all material respects on the proposed Utilisation Date in respect of the Ship(s) the subject of the relevant Utilisation.

Waiver of conditions precedent

4.7 The conditions in this clause 4 are inserted solely for the benefit of the Lender and may be waived by it in whole or in part and with or without conditions.

Section 3 - Utilisation

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than three (3) Business Days before the proposed Utilisation Date or such shorter period as the Lender may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.4 to 5.6 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Advance to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 Each Advance may only be borrowed in a single Utilisation. The Borrower shall aim to limit the number of Utilisations on a best effort basis.

Currency and amount

5.4 The currency specified in a Utilisation Request must be dollars.

5.5 The aggregate amount of the Loan to be advanced on the first Utilisation Date shall not exceed the lesser of (i) the Total Commitments as at the date of this Agreement and (ii) the amount in dollars which is equal to 65% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under Part 2 of Schedule 3 (*Conditions precedent to the delivery of the first Utilisation Request*) (excluding any Ship that has become a Total Loss).

5.6 The Loan shall be used for the purpose specified in clause 3 (*Purpose*).

Lender's obligation to lend

5.7 If the conditions set out in this Agreement have been met, the Lender shall make each Advance available by the Utilisation Date through its Facility Office.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Repayment

6.1 The Borrower shall on each Repayment Date repay such part of the Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled repayment of Facility*).

Scheduled repayment of Facility

6.2 To the extent not previously reduced in accordance with the terms of this Agreement, the Loan shall be repaid by Quarterly Instalments on each Repayment Date, as may be revised by, clause 7.10 (*Automatic cancellation*).

6.3 On the Final Repayment Date (without prejudice to any other provision of this Agreement), in addition to the Quarterly Instalment, the Balloon shall be paid, together with any other amounts owing by the Borrower to the Lender under any of the Finance Documents (as conclusively certified by the Lender), following which the Loan shall be repaid in full.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loan or it becomes unlawful for any Affiliate of the Lender for the Lender to do so or it becomes contrary to Sanctions to do the same:

(a) upon the Lender notifying the Borrower, the Commitment will be immediately cancelled; and

(b) the Borrower shall repay the Loan on the last day of the Interest Period for the Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrower shall promptly notify the Lender in writing upon any Obligor becoming aware of a Change of Control Event (a **Borrower Notification**) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrower shall provide such further information thereafter as may be requested by the Lender (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification, the Lender may by notice to the Borrower (a **Notice**), cancel the Commitment with effect from a date specified in that Notice which is at least thirty (30) days after the date of the Notice and declare that all or part of the Loan be payable within thirty (30) days after the date of the Notice PROVIDED ALWAYS that the Lender's right to serve a Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent,

the Commitment shall be cancelled and all amounts outstanding under the Facility shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in paragraphs (a) and/or (b) above.

Delisting

7.5 Unless the Lender provides its prior consent to the de-listing, the Borrower shall prepay the Loan if the Parent ceases to be registered as a listed company on an acceptable stock-list in the opinion of the Lender, such prepayment must be made within sixty (60)) days of the de-listing.

Voluntary cancellation

7.6 The Borrower may, if it gives the Lender not less than five (5) Business Days' (or such shorter period as the Lender may agree) prior written notice, cancel the whole or any part (being a minimum amount of $5,000,000) of the Facility which is undrawn at the proposed date of cancellation. Upon any such cancellation the Commitment shall be reduced by the same amount.

Voluntary prepayment

7.7 The Borrower may, if it gives the Lender not less than five (5) Business Days' prior written notice, prepay the whole or part of the Loan (but if in part, being an amount that reduces the amount of the Loan by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loan (or any other date subject to the payment of Break Costs).

Sale

7.8 On the Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, the Loan shall be prepaid no later than simultaneously with the transfer of title to that Mortgaged Ship by an amount which equals the aggregate of (i) the total outstanding indebtedness in respect of the Loan multiplied by a fraction equal to that Mortgaged Ship's Fair Market Value divided by the aggregate Fair Market Value of all Mortgaged Ships (based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*)) and (ii) if relevant, such amount which ensures that the provisions of clause 25.12 (*Security shortfall*) remain satisfied when factoring in any additional security then in favour of the Lender and provided under clause 25.12 (*Security shortfall*). The aforesaid prepaid amount will be applied as described in clause 7.16 (*Restrictions*). Notwithstanding the foregoing, if an Event of Default is continuing at the time of a Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, any additional sales proceeds shall, instead of being released to the relevant Owner, be applied towards further prepayment of the Loan in inverse chronological order commencing with the Balloon.

Total Loss

7.9 On the Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, the Loan shall be prepaid by an amount which equals the aggregate of (i) the total outstanding indebtedness in respect of the Loan multiplied by a fraction equal to that Mortgaged Ship's most recent Fair Market Value prior to such Total Loss divided by the aggregate Fair Market Value of all Mortgaged Ships (based on new valuations to be provided pursuant to paragraph (c) of clause 25.2 (*Valuation frequency*)) and (ii) if relevant, such amount which ensures that the provisions of clause 25.12 (*Security shortfall*) remain satisfied when factoring in any additional security then in favour of the Lender and provided under clause 25.12 (*Security shortfall*). The aforesaid prepaid amount will be applied as described in clause 7.16 (*Restrictions*).Notwithstanding the foregoing, if an Event of Default is continuing at the time of a Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, any additional insurance proceeds shall be applied towards further prepayment of the Loan in inverse chronological order commencing with the Balloon.

Automatic cancellation

7.10 Any part of a Ship Commitment which has not become available by the Last Availability Date or any part of a Ship Commitment remaining in respect of an Advance which has not been utilised in full due to the application of clauses 5.4 to 5.6 (*Currency and amount*) in relation to the Facility or any other reason whatsoever on the Utilisation Date of that Advance shall be automatically cancelled at close of business in Copenhagen on the Last Availability Date. To the extent that less than $106,275,000 is advanced under to the Borrower under this Agreement, the amount of each Quarterly Instalment and the Balloon shall be reduced pro-rata.

Restrictions

7.11 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and, in the case of a cancellation, the relevant Ship Commitment(s).

7.12 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs and any prepayment fee (if applicable in accordance with clause 7.17), without premium or penalty.

7.13 The Borrower may not re-borrow any part of the Facility which is prepaid or repaid.

7.14 The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.

7.15 No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

7.16 Except as otherwise agreed, any amount prepaid under this Agreement shall be applied pro rata against the remaining scheduled repayment instalments and the Balloon.

7.17 No penalty shall be applied to any voluntary cancellation or voluntary prepayment under this clause 7 provided however that if the Borrower cancels or prepays the whole or any part of the Loan after the first Utilisation Date and during the first two years from the date after the first Utilisation for any reason whatsoever, the Borrower shall pay a prepayment fee of 0.25% of the amount prepaid.

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on the Loan (or any relevant part of it for which there is a separate Interest Period) for each Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR for the relevant Interest Period.

Payment of interest

8.2 The Borrower shall pay accrued interest on each Advance (or relevant part of it) on the last day of each Interest Period for that Advance (or relevant part of it), provided that the first interest payment date for any Advance advanced on a Utilisation Date shall be the First Repayment Date. Thereafter interest is payable on each following Repayment Date.

Default interest

8.3 If an Obligor fails to pay any amount payable by it under a Finance Document to the Lender on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.4 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted the Loan to which it relates for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligor on demand by the Lender.

8.4 If any overdue amount consists of all or part of the Loan (or any relevant part of it) which became due on a day which was not the last day of an Interest Period relating to the Loan or the relevant part of it:

(a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to the Loan or the relevant part of it; and

(b) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.5 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.6 The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement.

8.7 The Lender shall as soon as practicable notify the Borrower of the Funding Rate to the Loan (or any relevant part of it).

Modification and/or discontinuation of certain benchmarks

8.8 Without prejudice to any other provisions of this Agreement (including in particular this clause 8 (*Interest*) and clause 39.1 (*Replacement of Screen Rate*)), each Party acknowledges and agrees for the benefit of the other Parties that:

(a) interbank lending rate benchmarks for USD (i) may be subject to methodological or other changes which could affect their value, or (ii) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (EU Benchmarks Regulation)) and/or (iii) may be permanently discontinued; and

(b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transaction contemplated under this Agreement.

For the avoidance of doubt, no Material Adverse Effect shall occur as a result of the circumstances set out at paragraph (a) above.

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for the Loan shall, subject to clauses 9.2 and 9.4 (*Interest Periods overrunning Repayment Dates*), be three (3) months.

9.2 The first Interest Period for each Advance shall start on its Utilisation Date and shall end on the First Repayment Date. Any subsequent Interest Periods for the Loan shall start on the last day of its preceding Interest Period and shall end always on the immediately next Repayment Date.

9.3 No Interest Period in respect of the Loan shall extend beyond the Final Repayment Date.

Interest Periods overrunning Repayment Dates

9.4 No Interest Period for the Loan shall overrun any later Repayment Date.

Non-Business Days

9.5 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

10.1 **Unavailability of Screen Rate**

(a) If no Screen Rate is available for LIBOR for an Interest Period, LIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period.

(b) If no Screen Rate is available for LIBOR for:

(i) dollars; or

(ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,

there shall be no LIBOR for that Interest Period and clause 10.3 (*Cost of funds*) shall apply for that Interest Period.

10.2 **Market disruption**

If at or about noon (London time) on the next Business Day after the Quotation Day for an Interest Period the Lender notifies the Borrower that the cost to it of funding its participation in the Loan or relevant part of it from the wholesale market for dollars would be in excess of LIBOR then clause 10.3 *(Cost of funds)* shall apply to the Loan or relevant part of it for the relevant Interest Period.

10.3 **Cost of funds**

(a) If this clause 10.3 (*Cost of funds*) applies, the rate of interest for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event by close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten (10) Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the relevant Lender of funding the Loan or relevant part of it from whatever source it may reasonably select.

(b) If this clause 10.3 (*Cost of funds*) applies and the Lender or the Borrower so require, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall be binding on all Parties.

10.4 **Notification to the Borrower**

If clause 10.3 *(Cost of funds)* applies, the Lender shall, as soon as is practicable, notify the Borrower.

10.5 **Break Costs**

(a) The Borrower shall, within six (6) Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of the Loan or any relevant part of it or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for the Loan or Unpaid Sum or relevant part of it.

(b) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Upfront and arrangement fee

11.1 The Borrower shall pay to the Lender an upfront and arrangement fee in the amount of 0.25% of the Commitment on the first Utilisation Date.

Section 6 - Additional Payment Obligations

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means the Lender or, in relation to clauses 14.5 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

Tax Payment means either the increase in a payment made by an Obligor to the Lender under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.8 (*Tax indemnity*).

12.2 Unless a contrary indication appears, in this clause 12 a reference to determines or determined means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.7 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

Tax indemnity

12.8 The Borrower shall (within six (6) Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.9 Clause 12.8 above shall not apply:

(a) with respect to any Tax assessed on the Lender:

(i) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

(b) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(c) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.10 A Protected Party making, or intending to make a claim under clause 12.8 above shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

Indemnities on after Tax basis

12.11 If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.12 If and to the extent that any sum (the **Indemnity Sum**) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the **Compensating Sum**) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.13 For the purposes of clauses 12.11 to 12.12 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.14 If an Obligor makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) the Lender has obtained and utilised that Tax Credit,

the Lender shall pay an amount to the Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.15 The Borrower shall pay and, within six (6) Business Days of demand, indemnify the Lender against any documented cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.16 All amounts expressed in a Finance Document to be payable by any party to the Lender which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.17 below, if VAT is or becomes chargeable on any supply made by the Lender to any party under a Finance Document, and the Lender is required to account to the relevant tax authority for the VAT, that party must pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and the Lender must promptly provide an appropriate VAT invoice to that party).

12.17 Where a Finance Document requires any party to it to reimburse or indemnify the Lender for any cost or expense, that party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that the Lender reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.18 Any reference in clauses 12.16 to 12.18 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

12.19 In relation to any supply made by the Lender to any party under a Finance Document, if reasonably requested by the Lender, that party must promptly provide the Lender with details of that party's VAT registration and such other information as is reasonably requested in connection with the Lender's VAT reporting requirements in relation to such supply.

FATCA information

12.20 Subject to clause 12.22 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.21 If a Party confirms to another Party pursuant to clause 12.20(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.22 Clause 12.20 above shall not oblige the Lender to do anything, and clause 12.20 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any confidential information.

12.23 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.20 above (including, for the avoidance of doubt, where clause 12.22 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.24 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.25 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) and in any case at least three Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment and, on or prior to the day on which it notifies that Party shall also notify the Borrower and the Lender.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrower shall, within six (6) Business Days of a demand by the Lender, pay to the Lender the amount of any Increased Cost incurred by the Lender or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Facility or on the Lender's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 The Lender intending to make a claim pursuant to clause 13.1 (*Increased Costs*) shall notify the Borrower of the event giving rise to the claim.

13.4 The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.8 (*Tax indemnity*) (or would have been compensated for under clause 12.8 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.9 applied);

(c) attributable to the wilful breach by the Lender or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by the Lender, indemnify the Lender to whom that Sum is due against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrower shall (or shall procure that another Obligor will), within six (6) Business Days of demand by the Lender, indemnify the Lender against any and all documented Losses incurred by the Lender as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date;

(c) funding, or making arrangements to fund, a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone);

(d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Lender

14.4 The Borrower shall, within six (6) Business Days of demand by the Lender, indemnify the Lender against:

(a) any and all documented Losses incurred by the Lender (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Lender or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Lender (otherwise than by reason of the Lender's gross negligence or wilful misconduct) in acting as Lender under the Finance Documents.

Indemnity concerning security

14.5 The Borrower shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Lender indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Transaction Security;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Lender and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(f) any breach by any Obligor of the Finance Documents; or

(g) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Facility.

Continuation of indemnities

14.6 The indemnities by the Borrower in favour of any Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by the Lender or the Borrower of the terms of this Agreement, the repayment or prepayment of the Loan, the cancellation of the Commitment or the repudiation by the Lender or the Borrower of this Agreement.

Third Parties Act

14.7 Each Indemnified Person may rely on the terms of clauses 14.5 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 (*Indemnity concerning security*), subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

14.8 Where an Indemnified Person (other than the Lender) (the **Relevant Beneficiary**) who is:

(i) appointed by the Lender under the Finance Documents;

(ii) an Affiliate of any such person or the Lender; or

(iii) an officer, director, employee, adviser, representative or agent of any of the above persons or the Lender, is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in clause 14.7:

(A) the Borrower shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to the Lender a sum in the amount of that Third Party Claim;

(B) payment of such sum to the Lender shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to pay the Third Party Claim to the Relevant Beneficiary; and

(C) if Borrower pays the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to the Lender under sub-paragraph (A) above.

Interest

14.9 Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 (*Other indemnities*) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.3 to 8.5 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Fax and email indemnity

14.11 The Borrower shall indemnify the Lender within six (6) Business Days of demand made by the Lender against any and all documented Losses together with any VAT thereon which the Lender may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrower to the Lender being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the Lender).

15 Mitigation by the Lender

Mitigation

15.1 The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*).

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

Limitation of liability

15.3 The Borrower shall indemnify the Lender within six (6) Business Days of demand made by the Lender for all documented costs and expenses incurred by the Lender as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 The Lender is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrower shall within six (6) Business Days of demand pay the Lender the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non- obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent or an amendment is required pursuant to clause 33.10 (*Change of Currency*) or any amendment or waiver is required or contemplated or agreed pursuant to clause 39.1 (*Replacement of Screen Rate*), the Borrower shall, within six (6) Business Days of demand by the Lender, reimburse the Lender for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Lender (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement.

Enforcement, preservation and other costs

16.3 The Borrower shall, within six (6) Business Days of demand by the Lender, pay to the Lender the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by the Lender in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document, Transaction Security or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non- obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by the Lender under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between the Lender on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to the Lender in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Lender shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Lender punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Lender that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrower under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or the Lender) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent's rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with the Lender.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender for application in accordance with clause 33 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

Default interest

17.10 No interest of the type referred to at clauses 8.3 to 8.5 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

Section 8 - Representations, Undertakings and Events of Default

18 Representations

18.1 The Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to the Lender at the times specified in clauses 18.46 to 18.48 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and, where applicable to its Original Jurisdiction, in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has the power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Transaction Security do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that the Transaction Security has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrower or the Parent (having made due enquiry) or any other information known to the Borrower or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrower or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, **Information** means: any information provided by any Obligor or any other Group Member to the Lender or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

18.18 The Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion, the Transaction Security has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such Transaction Security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 27.21 (*Insolvency proceedings*) or creditors' process described in clauses 27.23 and 27.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrower or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 27.17 to 27.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party, provided that, in respect of payments made or to be made by the Borrower, the Borrower obtains the "Automatic Withholding Tax Exemption on Interest and Related Payments under the Maritime Sector Incentive" in Singapore (which exemption the Borrower intends to obtain).

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a **Fleet Vessel**) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 Each Owner will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

18.38 The Borrower is directly or indirectly wholly owned by the Parent and the relevant Owner is directly or indirectly wholly owned by the Borrower.

Accounting Reference Date

18.39 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.40 The Constitutional Documents of the Obligors delivered to the Lender under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.41 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.42 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.43 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.44 No Obligor is a US Tax Obligor.

No money laundering

18.45 In relation to the borrowing by the Borrower of the Loan, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

Times when representations are made

18.46 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.47 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.48 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.49 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 The Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of the Obligors delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Obligors shall supply to the Lender as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited financial statements for that financial year of the Owner, the audited consolidated financial statements for that financial year of the Borrower and the audited consolidated financial statements for that financial year for the Parent.

19.4 The Obligors shall supply to the Lender as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Obligors shall supply to the Lender as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Lender.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Lender once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Obligors' obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrower or the Parent notify the Lender as soon as such financials have been posted on its home page and provide the Lender with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Lender with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Lender. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable)

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or other authorised signatory of the Parent.

Requirements as to financial statements

19.10 The Obligors shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) fairly present the financial condition and operations of the Group or (as the case may be) the Borrower as at the date as at which those financial statements were drawn up.

19.12 The Borrower shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower notifies the Lender that there has been a change in GAAP or the accounting practices, in which event, the Lender may request the Borrower to provide clarifications and the Borrower shall deliver to the Lender sufficient information to enable the Lender to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrower shall procure that each financial year-end of the Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrower shall deliver to the Lender:

(a) copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrower to its shareholders which are material to the Facility and copies of all documents dispatched by the Parent, the Borrower and the relevant Owner to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrower) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrower or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Lender may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrower or any other Obligor regarding the financial condition, business, operations and ownership of the Borrower and the Obligors as the Lender may reasonably request, except to the extent that disclosure of such information would breach any law, regulation stock exchange requirement or listing rule;

(f) details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(ii) BW Group ceases to beneficially and legally hold (directly or indirectly) 50% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 50% or more of the voting rights normally exercisable at a general meeting of the Parent, and in respect of (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrower or the relevant Owner as agreed to by the Lender in accordance with clause 21.28 (*No change in shareholdings*);

(h) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their assets or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such; and

(i) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect.

Notification of Default

19.16 The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

"Know your customer" checks

19.18 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 10% of an Obligor's share capital but only to the extent that the change in composition results in a shareholder who did not at the date of this Agreement have a shareholding of 10% or more in the Parent having such shareholding);

(c) a proposed assignment by the Lender of any of its rights under this Agreement prior to such assignment; or

(d) a Lender's annual "know your customer" review process,

obliges the Lender (or, in the case of paragraph (c) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Lender (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender) in order for the Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents including but not limited to the Danish Consolidating Act No. 1782 of 27 November 2020 on Measures to Prevent Money Laundering and Financing of Terrorism (as amended and supplemented) (the **Danish Act**) and/or the Lender's internal money laundering and counter- terrorist financing policies (provided that the breakdown of the Sohmen Family Trust need not be provided unless the same is required by any applicable law or regulation).

For the avoidance of doubt, each Obligor shall promptly provide such documentation and information as the Lender at any time deem necessary and/or advisable in order to comply with the Lender's "know your customer" review process for the purposes of money laundering and counter-terrorist financing checks as required by the Danish Act, including without limitation:

(i) a copy of the group structure chart covering any Obligor evidencing the complete ownership and control structure of the Obligors including ownership stake belonging to the beneficial owners, meaning the natural person(s) who ultimately owns or controls through direct or indirect ownership of more than 20% of the shares or voting rights in the Obligors (except for beneficial owners in companies listed on a regulated market that is subject to disclosure requirements consistent with European Union law or equivalent international standards, provided that if only part of such companies shares are listed, the beneficial owners, if any, of such remaining unlisted shares shall be subject to disclosure requirements) or, if no such person(s) are identified or if there is any doubt that the person(s) identified are the beneficial owner(s), the natural person(s) who hold the position of senior management in BW Group;

(ii) copies of proof of identity of the Obligors and any beneficial owner (except for beneficial owners in listed companies as set out in paragraph (i) above) (or, if no such person(s) are identified or if there is any doubt that the person(s) identified are the beneficial owner(s) – in addition to the so identified beneficial owner(s) – the natural person(s) who hold the position of senior management officials in BW Group and of any signatories, each from a reliable and independent source in such form as specified by the Lender; and

(iii) copies of signing authority of any person executing a document on behalf of the Obligors in such form as specified by the Lender.

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Lender pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Lender or (ii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

which in each case:

(i) is free from any Security Interest;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Parent, is (in the opinion of the Lender, upon such documents and evidence as the Lender may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under **Cash**);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Lender,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest.

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

Financial condition

20.3 The Parent shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) **Minimum Adjusted Equity:** On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) **Minimum Liquidity:** On a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.7 (*Provision and contents of Compliance Certificate*).

21 **General undertakings**

21.1 The Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of the Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Lender of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws):

(i) applicable to its business; and

(ii) applicable to each Ship, its ownership, employment, operation, management and registration,

including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(b) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect; and

(c) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration.

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Facility for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act (Cap. 241) of Singapore or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws; and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws (and shall procure that BW Group (and, whilst its remains a private company, its beneficial shareholders) do not engage in or conspire to engage in anti-money laundering or other criminal offences).

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved by the Lender, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrower shall not, and the Borrower shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business,

in each case is or would be substantial in relation to the business of:

(i) the Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Lender (with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrower and the Parent, which relates to any type of shipping, shipping finance and transportation business.

Merger

21.13 The Borrower shall not, and the Borrower shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "**merger**").

21.14 Clause 21.13 above shall not apply to any merger or amalgamation made with the prior written consent of the Lender or where the Obligor concerned is the surviving entity.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Lender Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Lender is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 28.1 (*Assignments by the Lender*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Lender will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of the Loan, in a manner that:

(a) is a breach of Sanctions; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Lender.

21.21 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or the Lender becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions or would otherwise cause any Relevant Person or Lender to be in breach of Sanctions.

21.24 Each Obligor shall comply in all respects with all Sanctions and in particular the Borrower shall procure that the relevant Owner shall not employ any Ship owned by it nor allow its employment, operation or management in any matter contrary to Sanctions.

Listing

21.25 The Borrower shall procure that the Parent does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted by the Lender). For the avoidance of doubt, no breach will arise under this Clause by virtue of a de-listing of the Parent's shares (which shall be covered under clause 7.5).

Pari passu ranking

21.26 The Borrower and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.27 The Borrower and the Parent may service any shareholder loans or related party loans unless an Event of Default has occurred and is continuing or would arise from the same. The Borrower and the Parent shall procure that any shareholder loans (including any loan notes) between the Borrower and the Parent and any of its shareholders shall be documented on a basis that they are subordinated to the Facility on terms consistent with clause 26.6 (*Distributions and other payments*). For the avoidance of doubt, the relevant Owner shall be entitled to incur shareholder loans and to have intercompany balances with the Borrower and shall be entitled to service such shareholder loans and intercompany balances at all times. The Obligors acknowledge and respect such subordination to the Facility of shareholder loans, loan notes or intercompany loans without signing any specific subordination agreement in respect of any shareholder loans (including any loan notes) or intercompany loans which is or will be provided by or between any of the Obligors.

No change in shareholdings

21.28 There will be no change in the shareholdings of the Borrower (which shall be directly or indirectly wholly owned by the Parent) or the relevant Owner (which shall be directly or indirectly wholly owned by the Borrower) throughout the Facility Period without the prior written consent of the Lender. No consent of the Lender will be required under this clause 21.28 for any change of shareholding of the Borrower or any Owner where the Borrower or relevant Owner remains directly or indirectly wholly owned by the Parent.

21.29 The Parent shall procure that no Security Interest is granted over any of the shares in the Borrower or the relevant Owner, except for the Security Interest in relation to the shares in the Owner (as at the date of this Agreement) for which the Borrower undertakes to procure the release of such Security Interest as soon as possible and in any event not later than six months from the first Utilisation Date.

Most favoured nation

21.30 If at any time the Borrower or any Group Member has granted or intends to grant to any other lender or creditor under any other loan agreement or financing arrangement of a similar nature (being a secured ship financing on full recourse terms to the Borrower and/or the Parent) or a guarantee in respect of the same, any guarantee, preference, financial reporting requirements, representation, warranty, covenant, undertaking or event of default (howsoever described) that is more beneficial than those set out in the Finance Documents or not so set out in the Finance Documents, then the Borrower shall promptly, and in any event within 10 Business Days, provide a notice to the Lender. The Borrower acknowledges and agrees that if required by the Lender, this Agreement and any Security Document shall be amended to include such more favourable provision, which shall apply as long as it applies under such other relevant facility.

No change of domicile

21.31 No Obligor shall change its domicile without consent of the Lender.

Constitutional Documents

21.32 The Borrower shall not, and the Borrower shall procure that no Obligor shall, in each case without the consent of the Lender, amend its respective Constitutional Documents in any material way which would reasonably be expected to negatively impact the rights and remedies of the Lender under the Finance Documents. The Borrower shall provide notice to the Lender and copies of any intended amendments to the Lender which require the Lender's consent and the Lender shall respond within 10 Business Days from such notice (failing which, the Lender shall have been deemed to have provided its consent).

Notwithstanding the above, the Lender shall be entitled to request the Borrower at any time to advise if any Obligor's Constitutional Documents have been amended and if they have the Borrower shall be required to promptly provide a copy of any such amended Constitutional Document promptly following the Lender's request..

22 Dealings with Ship

22.1 The Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Lender and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Lender, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Lender immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Lender shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except (a) with approval or (b) in respect of any sale whereby the Borrower will satisfy in full its obligations under clauses 7.8 (*Sale*) (*Total Loss*), the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager shall be made on the basis that such Approved Manager shall enter into a Manager's Undertaking (in the approved form) prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager (once appointed) or the Manager's Undertaking unless such change is also approved.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Lender.

Notice of Mortgage

22.8 A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"NOTICE OF MORTGAGE

This Ship is subject to a first mortgage in favour of **DANISH SHIP FINANCE A/S** of Sankt Annae Plads 3, DK-1250 Copenhagen K, Denmark. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Lender's request, immediately execute such form of transfer of title to the Ship as the Lender may require.

Chartering

22.10 The Borrower shall procure that the relevant Owner shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member (and further provided that the Lender is provided with an assignment of the bareboat or demise charterer's interests in the Insurances and proper acknowledgement of the terms of this Facility and the relevant Mortgage relative to that Ship) which shall, in respect of Hafnia Pools Pte. Ltd., be in the form set out in the relevant Insurance Undertaking and Assignment provided pursuant to clause 4.3 (*Ship and security conditions precedent to each Utilisation*) and, in the case of any other charterer, in an approved form;

(b) not let any Ship on any time or consecutive voyage charter for a period which exceeds 36 months (including options) unless that charter is entered into on bona fide arm's length terms and is assigned to the Lender, notice is given to that time or consecutive voyage charterer and an acknowledgement of notice of assignment acknowledged by that time or consecutive voyage charterer is sought from that time or consecutive voyage charterer on the terms described in the relevant Deed of Covenant; and

(c) provide copies of charter commitments in excess of twelve months.

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Sharing of Earnings

22.12 Except with approval from the Lender, the Borrower shall not (and the Borrower shall procure that the Owner shall not) enter into any arrangement under which its Earnings from any Ship may be shared with anyone else.

Poseidon Principles

22.13 The Borrower shall, upon the request of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to the Lender all necessary information in order for the Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, without limitation all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrower. For the avoidance of doubt, such information shall be "Confidential lnformation" for the purposes of clause 40 (*Confidentiality*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment.

22.14 Further, no Default or Event of Default shall occur as a result of the Borrower failing to provide all or part of the information set out in clause 22.13 by the relevant Reporting Deadline Date.

23 Condition and operation of Ship

23.1 The Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

Modification

23.4 Except with approval of the Lender, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value save that this provision shall not prevent any modification, repair, installation or maintenance work which is consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Removal of parts

23.5 Except with approval of the Lender, no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Third party owned equipment

23.6 Except with approval of the Lender, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Lender. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody. The Borrower shall procure that the Lender is granted access to class records.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Lender if it so requests.

Inspection and notice of dry-docking

23.9 The Lender and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Lender shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking). The Borrower will cover the cost of one (1) inspection per year of only one Ship unless (i) an Event of Default is continuing (in which case, the Borrower will cover the cost of all inspections conducted whilst the Event of Default is continuing) or (ii) the inspection of the relevant Ship reveals that the Ship is not compliant with the maintenance, repair and class requirements of this Agreement (in which case, the Borrower will cover the cost of the inspection of that Ship).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrower and the relevant Owner shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Lender shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Lender shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the relevant Owner, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default;

(e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the relevant Owner, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship's Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Lender shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval of the Lender, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Lender a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrower or the Parent provides evidence to the Lender that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Lender.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrower has provided evidence of such additional insurance cover to the Lender).

Responsible ship recycling standards

23.20 The Borrower shall procure that each relevant Owner obtains and maintains an inventory of Hazardous Material certified in accordance with the EU Ship Recycling Regulation 2013 and/or the International Maritime Organisation's Hong Kong Convention and/or the Ship's Approved Classification Society.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period while still in the ownership of a member of the Group, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention and/or the EU Ship Recycling Regulation 2013.

24 Insurance

24.1 The Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the Loan.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to "approved" means approved in writing by the Lender (acting reasonably).

For the purpose of this clause 24:

(i) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(ii) Insurance companies and/or underwriters rated:

(A) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates; and

(B) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (*Coverage required*);

(iii) in respect to insurance brokers, all Lloyd's brokers, LSN Assurances, Edge Group, Cambiaso Risso, Willis Towers Watson and Eyssautier Verlingue, Tigermar Global Pte. Ltd. or such other insurance brokers approved by the Lender;

(iv) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs; and

(v) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increased value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increased value insurance).

If the hull and machinery cover is taken out under the Nordic Plan the following (or similar) wording shall be added to clause 11-3 sub clause 2: "The conditions for condemnation are met when casualty damage is so extensive that the cost of repairing the Ship will amount to at least 80 % of the insured value under Hull & Machinery, as defined and provided for in the "Insured Values Clause";

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the relevant Owner and (in the case of the Ship's hull cover) no other named assured unless such other person's capacity is duly identified on the cover note, and such person has duly executed and delivered:

(i) in the case of any person having a proprietary interest in a Ship or its Insurances, any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrower, which does not have a proprietary interest in a Ship or its Insurances, a Co-Assured Undertaking with such interest endorsed on the relevant policies,

in each case to the Lender in an agreed form and provided such supporting documents and opinions in relation to that assignment as the Lender requires) and further, a proprietary interest in a Ship or its Insurances means a ownership (directly or indirectly), security or financial interest in that Ship and/or an interest in its Insurances which is over and above protection from third party claims;

(b) if the Lender so requests, in the joint names of the relevant Owner and the Lender (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Lender for premiums or calls);

(c) in dollars or another currency requested by the Borrower and approved by the Lender;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrower shall promptly reimburse to the Lender the cost (as conclusively certified by the Lender) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagees interest insurance for non-performance of any insurance in respect of any of the Ships and the other Mortgaged Ships and mortgagee's additional perils (pollution risks) cover for the benefit of the Lender for an aggregate amount up to one hundred and ten per cent (110%) of the Loan outstanding.

Fleet liens, set off and cancellations

24.7 If the Ship's hull cover also insures other vessels, the Lender shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels, or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.8 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Lender shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.9 The Borrower shall and shall procure that the relevant Owner shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Lender in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.10 The Borrower shall and shall procure that the relevant Owner shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Lender with copies of all *pro forma* policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.11 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.12 The Lender shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship's Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Lender or some other approved person.

Letters of undertaking

24.13 Unless otherwise approved where the Lender is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Lender shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.14 The interest of the Lender as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance

Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Lender if it is itself an assured).

Insurance correspondence

24.15 If so required by the Lender, the Lender shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.16 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.17 The Lender may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrower's cost (a) on the first Utilisation, (b) upon any material change of the Insurances (however, the cost of such a report shall only be at the expense of the Borrower if the Borrower fails to certify via its insurance team (i) that the Ship's Insurances are on approved terms and with approved insurers and associations as described in this clause 24 (*Insurance*) and (ii) the material differences between the previous Insurances for the relevant Ship and the new Insurances for that Ship) and (c) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Lender shall provide the Borrower with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.18 All documents and other information and all assistance required by the Lender to assist it and/or the Lender in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.19 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.20 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.21 All sums paid under the Ship's Insurances to anyone other than the Lender shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.22 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval by the Lender.

25 Minimum security value

The Borrower undertakes that this clause 25 will be complied with throughout any Mortgage Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as most recently determined in accordance with this clause 25 or, in respect of the first Utilisation, its value as determined by the valuations provided pursuant to clause 4 (*Conditions of Utilisation*) and otherwise in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured in accordance with this clause 25 shall be provided (a) in the case of each Ship, as a condition precedent to the first Utilisation pursuant to clauses 4.2 (*Conditions precedent to the delivery of the first Utilisation Request*) with such valuations provided being no older than forty five (45) days, (b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 5 (*Form of Compliance Certificate*), (c) for the purposes of clauses 7.8 (*Sale*) (*Total Loss*), if the latest semi-annual valuations provided pursuant to paragraph (b) above are older than ninety (90) days, no later than seven (7) days and no earlier than thirty (30) days before the relevant Mortgaged Ship's Disposal Repayment Date (Sale) or Disposal Repayment Date (Total Loss) (or if not available, the relevant Ship's most recent valuation), (d) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) and (e) where there is an Event of Default which is continuing, at any other time as may be required by the Lender. In addition, for the purposes of clause 25.14 (*Release of additional security*) only, the Borrower, at its own cost, may check the valuations of any Mortgaged Ship at any time. The Lender shall be allowed at its own cost to take out valuations at any time, however, such additional valuations, shall not allow any security or prepayment shortfall request under clause 25.12 (*Security shortfall*).

Expenses of valuation

25.3 The Borrower shall bear, and reimburse to the Lender where incurred by the Lender, all costs and expenses of providing such a valuation as set out in clause 25.2 (a) – (e) above.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Facility shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Facility) shall be valued in such a way, on such a basis and by such persons (including the Lender itself) as may be approved by the Lender or as may be agreed in writing by the Borrower and the Lender. For the avoidance of doubt the Lender is currently only in a position to accept vessels and cash as additional security.

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Lender in its capacity as such for the benefit of the Lender and made:

(a) on a fleet basis with (in the discretion of the Lender, if an Event of Default is continuing) or without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrower shall promptly provide to the Lender and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrower shall promptly appoint Approved Brokers to provide such a valuation. If the Borrower fails to do so promptly, the Lender may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrower. If the Borrower fails promptly to nominate two (2) Approved Brokers, then the Lender may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Lender shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the average of all of the three (3) valuations.

Security shortfall

25.12 If at any time following a valuation check contemplated by clause 25.2 (*Valuation frequency*) the Security Value is less than the Minimum Value, the Lender may by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrower may:

(a) provide additional security over other vessels reasonably approved by the Lender in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Lender and with a bank (having a minimum A- rating) acceptable to the Lender then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Loan pursuant to paragraph (b) below); and/or

(b) prepay a corresponding amount of the Loan which amount shall be applied in inverse order of maturity commencing with the Balloon.

Creation of additional security

25.13 The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security has been approved by the Lender;

(b) a Security Interest over that security has been constituted in favour of the Lender in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Lender requires in consequence of that additional security being provided; and

(d) the Lender, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (*Conditions precedent*) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Lender holds additional security provided under clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), by at least five per cent (5%) of the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Lender, require the release and discharge of that additional security. In relation to the release of additional security under this clause the Lender shall promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.15 Subject to no Event of Default which is continuing, if at any time the Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Lender shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is a handy, LR1, LR2 or MR vessel and no older than the average age of the then Mortgaged Ships (and in any case, no older than the Mortgaged Ship being substituted);

(b) the Substitute Ship is seaworthy and in a satisfactory or similar condition to the Mortgaged Ship being substituted and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) subject to clause 25.12 (*Security shortfall*), the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously;

(d) equivalent guarantees and Security Interests are entered into in respect of the Substitute Ship on the date of substitution on substantially the same terms or similar as the guarantees and Security Interests which are in place for all other Ships (including but not limited to (if required) a Shipowner Guarantee, the Mortgage, the Deed of Covenant, any Manager's Undertaking, any Insurance Undertaking and Assignment, any notices of assignment and acknowledgements of those notices as required by any of such Security Documents and evidence that such Mortgage is registered against such Substitute Ship through the relevant Registry under the laws and flag of the relevant Flag State), and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the reasonable satisfaction of the Lender) and receipt of legal opinions approved by the Lender in relation to such Security Documents;

(e) the Lender being satisfied with such documentation and information in relation to a Substitute Owner as the Lender may reasonably request to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to the Lender;

(f) in relation to such Substitute Ship:

(i) evidence that it is legally and beneficially owned by the relevant Owner and registered at least provisionally in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(ii) evidence that it is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for such Substitute Ship issued by the relevant Approved Classification Society;

(iii) evidence that it is insured in the manner required by the Finance Documents, together with an opinion from insurance consultants appointed by the Lender on such Insurances and evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Lender in an approved form in relation to the Insurances; and

(iv) copies of (i) the document of compliance issued in accordance with the ISM Code to the person who is the operator of such Substitute Ship for the purposes of that code; (ii) the safety management certificate in respect of such Substitute Ship issued in accordance with the ISM Code; (iii) the international ship security certificate in respect of each Ship issued under the ISPS Code; (iv) the certificate of financial responsibility issued pursuant to the United States law;

(v) where a technical manager of such Substitute Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the relevant Owner and the manager relating to the appointment of such manager for such Substitute Ship; or where such Substitute Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Substitute Ship as the Lender (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Lender enforces any Security Interest in respect of that Substitute Ship; and

25.16 If the conditions in clause 25.15 are met to the Lender's satisfaction, the Lender shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

26 Business restrictions

26.1 Except as otherwise approved by the Lender the Borrower and the Parent undertakes that this clause 26 will be complied with throughout the Facility Period.

Loans and credit

26.2 The Parent shall not incur or permit to exist any Financial Indebtedness owed by it to anyone else except Financial Indebtedness incurred in the ordinary course of the Group's business or the business of any joint venture of the Parent which, without limitation, includes Financial Indebtedness incurred in connection with (1) general corporate purposes, (2) the acquisition of other shipping companies or shares in other shipping companies, (3) trade credit and operating expenses, (4) the acquisition of ships, (5) the repair, retrofitting, conversion or enhancement work of ships and (6) derivatives or hedging instruments.

26.3 The Parent shall not give or permit to exist any guarantee by it in respect of indebtedness of any person except guarantees which are Financial Indebtedness permitted under clause 26.2. The Parent shall not permit to exist any guarantee of its Financial Indebtedness by anyone unless such Financial Indebtedness being guaranteed is permitted by clause 26.2.

26.4 The Borrower shall not make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

26.5 Neither the Parent, the Borrower nor the relevant Owner shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

26.6 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), neither the Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of distribution, interest, repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan note, loan stock or similar instrument.

26.7 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), the Borrower and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

27 Events of Default

27.1 Each of the events or circumstances set out in clauses 27.2 to 27.39 is an Event of Default.

Non-payment

27.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

27.3 For the purposes of clause 27.2 and subject to the Lender's right to demand interest under clauses 8.3 to 8.5 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

27.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Lender in accordance with clause 19.7.

Value of security

27.5 The Borrower does not comply with clause 25.12 (*Security shortfall*).

Insurance

27.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

27.7 Prior to any replacement cover being placed which has been approved by the Lender, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Lender (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

27.8 An Obligor does not comply with any provision of the Finance Documents (other than those referred to in clause 27.2 (*Non-payment*), clause 27.4 (*Financial covenants*), clause 27.5 (*Value of security*), clauses 27.6 to 27.7 (*Insurance*)).

27.9 No Event of Default under clause 27.8 above will occur if the Lender (acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Lender giving notice to the Borrower, the Parent or the relevant Owner and (B) the Borrower, the Parent or the relevant Owner becoming aware of the failure to comply, provided in the case of clauses 19.15(h), 19.15(i) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

27.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

27.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

27.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

27.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

27.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a "Termination Event" as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

27.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

27.16 No Event of Default will occur under clauses 27.11 to 27.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 27.11 to 27.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies) in respect of any Obligor or their Subsidiaries. For the avoidance of doubt, the threshold set out in this clause 27.16 shall not apply if there is a cross default under any other loan facility between the Borrower and the Lender.

Insolvency

27.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

27.18 The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities).

27.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

27.20 In the context of the balance sheet solvency of any Obligor, if the Auditors of the Borrower or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Lender (acting reasonably) to be material and (within thirty (30) days following the receipt by the Lender of the relevant accounts and notification to the Borrower from the Lender that such qualification is deemed by the Lender to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Lender that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of the Obligors or (ii) to agree with the Lender a methodology for satisfying the Lender that the qualification has no substantive adverse implications for the credit standing of the Obligors.

Insolvency proceedings

27.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor, any Charged Property or all or substantially all of the assets of any Obligor (including the directors of the Owner requesting a person to appoint any such officer in relation to it or any of the Charged Property or all or substantially all of its assets or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

27.22 No Event of Default will occur under clause 27.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

27.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

27.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lender may agree.

27.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any Charged Property or enforcement of any Security Interest over all or substantially all of the assets of any Obligor.

27.26 No Event of Default shall occur under clauses 27.23 to 27.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 27.23 to 27.24 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 27.25 only:

(i) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement; or

(ii) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(iii) by virtue of any Mortgaged Ship being arrested by a third party, which arrest is released within thirty (30) days of it being effective.

Unlawfulness and invalidity

27.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security ceases to be effective.

27.28 Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents.

27.29 Any Finance Document or any Transaction Security ceases to be in full force and effect or is alleged by a party to it (other than the Lender) to be ineffective for any reason.

27.30 Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

27.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 27.31 as a result of a Total Loss of a Mortgaged Ship if such Total Loss is (in the opinion of the Lender) covered by Insurance, or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

27.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned direct or indirect Subsidiary of the Parent.

Expropriation

27.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 27.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents

27.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or evidences an intention to rescind or repudiate a Finance Document.

Litigation

27.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

27.36 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Lender reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

27.37 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Lender giving notice to the Borrower or relevant party to the applicable Non-obligor Security Document and (B) the Borrower or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

27.38 Except with approval or as otherwise permitted by the terms of this Agreement, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

27.39 The Flag State of any Mortgaged Ship or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Lender, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Lender to do so, such action as the Lender may require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Acceleration

27.40 On and at any time after the occurrence of an Event of Default which is continuing the Lender may by notice to the Borrower:

(a) cancel the Commitment at which time it shall immediately be cancelled; and/or

(b) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 9 - Changes to Parties

28 Changes to the Lender

Assignments by the Lender

28.1 Subject to this clause 28, the Lender may assign any of its rights or transfer by novation any of its rights and obligations under this Agreement to another bank or financial institution, trust, fund, insurer, reinsurer, or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment

28.2 The consent of the Borrower is required for an assignment by the Lender, unless the assignment or transfer is:

(a) to an Affiliate of the Lender;

(b) at a time when a Default has occurred and is continuing unremedied and unwaived; or

(c) to the extent that such transfer or assignment is in connection with the implementation of any securitization, covered bond program or any similar transactions.

28.3 Any consent of the Borrower in relation to an assignment as described in Clause 28.2 above shall:

(a) in the case of an assignment to a trust, fund, insurer, reinsurer or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrower; and

(b) in the case of an assignment to another bank or financial institution, not be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrower within that time.

28.4 An assignment will only be effective on the New Lender entering into any documentation required for it to accede as a party to any Finance Document and Non-obligor Security Document to which the Lender is a party in its capacity as the Lender (including all rights being assigned to the New Lender by the Lender and the New Lender assuming all obligations of the Lender) and, in relation to such Finance Documents or Non-obligor Security Document, completing any filing, registration or notice requirements.

Security over Lender's rights

28.5 In addition to the other rights provided to the Lender under this clause 28, the Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of the Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities,

except that no such charge, pledge, assignment or Security Interest shall:

(A) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(B) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

The limitations on assignments by the Lender set out in any Finance Document, in particular in clause 28 (*Changes to the Lender*), shall not apply to the creation or enforcement of any Security Interest pursuant to this clause 28.5.

29 Changes to the Obligors

29.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents).

Section 10 - Security and application

30 Enforcement of Transaction Security

30.1 To the extent permitted under applicable law and subject to clause 31 (*Application of Proceeds*), each of the Obligors waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied by a particular time provided that the Lender shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, the Lender save that (without prejudice to any other provision contained in any Security Document) the Lender may credit any moneys received to a suspense account for so long and in such manner as the Lender may from time to time determine with a view to preserving its right to prove for the whole of its claim against the Borrower or any other person liable.

31 Application of proceeds

31.1 **Order of application**

All amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document, any Non-obligor Security Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this clause 31, the **Recoveries**) shall be held by the Lender to apply them (and subject to the provisions of this clause 31), in the following order of priority:

(a) in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Transaction Security and any security created by the Non- obligor Security Documents taken in accordance with the terms of this Agreement;

(b) in or towards payment to the Lender of all amounts due to it but unpaid under the Finance Documents and the Non-Obligor Security Documents;

(c) if none of the Obligors is under any further actual or contingent liability under any Finance Document or the Non-Obligor Security Documents, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Obligor; and

(d) the balance, if any, in payment or distribution to the relevant Obligor.

31.2 **Currency conversion**

(a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Lender may:

(i) convert any moneys received or recovered by the Lender from one currency to another; and

(ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,

in each case at the Lender’s spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the Copenhagen foreign exchange market at or about 11:00 am (Copenhagen time) on a particular day.

(b) The obligations of any Obligor to pay in the due currency shall only be satisfied:

(i) in the case of paragraph (a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and

(ii) in the case of paragraph (a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that paragraph.

32 Conduct of business by the Lender

Lender's tax affairs

32.1 No provision of this Agreement will:

(a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

Section 11 - Administration

33 Payment mechanics

Payments to the Lender

33.1 On each date on which an Obligor is required to make a payment under a Finance Document, that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

33.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender specifies.

No set-off by Obligors

33.3 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Business Days

33.4 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

33.5 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

33.6 Subject to clauses 33.7 to 33.8, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

33.7 A repayment of all or part of the Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

33.8 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in the currency in which the costs, expenses or Taxes are incurred and if incurred in a currency other than dollars, the amount payable under the Finance Documents shall be paid in such other currency.

33.9 All moneys received or held by the Lender or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Lender against the full cost in relation to the sale. Neither the Lender nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

33.10 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

33.11 If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

33.12 If either the Lender determines (in its discretion) that a Payment Disruption Event has occurred or the Lender is notified by the Borrower that a Payment Disruption Event has occurred:

(a) the Lender may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facility as the Lender may deem necessary in the circumstances;

(b) the Lender shall not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) any such changes agreed upon by the Lender and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents; and

(d) the Lender shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Lender) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 33.12.

34 Set-off

34.1 The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

35 Notices

Communications in writing

35.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax (which shall always be accompanied by email) or letter or email.

Addresses

35.2 The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or Lender for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (*The original parties*);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party; and

(c) in the case of the Lender that identified with its name in Schedule 1 (*The original parties*),

or, in each case, any substitute address, fax number, or department or officer as an Obligor may notify to the Lender (or the Lender may notify to the Obligors who are Parties, if a change is made by the Lender) by not less than five (5) Business Days' notice.

Delivery

35.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, only when received in legible form by at least one of the relevant email addresses of the person(s) to whom the communication is made,

and, if a particular department or officer is specified as part of its address details provided under clause 35.2 (*Addresses*), if addressed to that department or officer.

35.4 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Lender shall specify for this purpose).

35.5 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

35.6 Any communication or document which becomes effective, in accordance with clauses 35.3 to

35.5 above, after 5:00pm in the place of receipt shall be deemed only to become effective on the following Business Day.

English language

35.7 Any notice given under or in connection with any Finance Document shall be in English.

35.8 All other documents provided under or in connection with any Finance Document shall be:

(a) in English; or

(b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

36 Calculations and certificates

Accounts

36.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

36.2 Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

36.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

37 Partial invalidity

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

38 Remedies and waivers

38.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

39 Replacement of Screen Rate

Replacement of Screen Rate

39.1 If a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:

(a) providing for the use of a Replacement Benchmark in place of (or in addition to) the Screen Rate; and

(b) any or all of the following:

(i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(iii) implementing market conventions applicable to that Replacement Benchmark;

(iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark;

(v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Lender and the Borrower.

(c) In this clause 39.1:

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Benchmark means a benchmark rate which is:

(i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(A) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(ii) in the opinion of the Lender and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(iii) in the opinion of the Lender and the Borrower, an appropriate successor to the Screen Rate.

Screen Rate Replacement Event means, in relation to the Screen Rate:

(i) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Lender, and the Borrower materially changed;

(ii) any of the following applies:

(A) either:

(1) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(B) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(C) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;

(D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used;

(E) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

(1) stating that that Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(2) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(F) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender and the Borrower) temporary; or

(ii) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than the period of twenty (20) Business Days; or

(iii) in the opinion of the Lender and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

39.2 If, as at 1 January 2023, this Agreement provides that the rate of interest for the Loan is to be determined by reference to the Screen Rate:

(a) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate; and

(b) the Lender and the Obligors shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate from and including a date no later than 31 March 2023 (or such later date as the Lender may agree). For the avoidance of doubt the Borrower will pay the costs with respect to any amendments needed on the Finance Documents including any legal fees provided fee estimates are shared and approved in advance by the Borrower.

40 Confidentiality

Confidential Information

40.1 The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 40.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

40.2 The Lender may disclose:

(a) to any of its Affiliates, head offices, regional offices and all its other affiliated companies, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Facility and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns (or may potentially assign) all or any of its rights and/or obligations under one or more Finance Documents and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom paragraphs (b) (i) or (b) (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraphs (b) (i) or (ii) above;

(v) to whom information is required or requested or where it is considered by the Lender to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi-government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrower; or

(ix) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security Interest (or may do so) pursuant to clause 28.5 (*Security over Lender's rights*).

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to sub-paragraphs (i), (ii) and (iii) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-paragraph (iv) of paragraph (b) above, the person to whom the Confidential Information is to be given has entered into a Confidential Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-paragraphs (v), (vi) and (ix) of paragraph (b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances;

(c) to any service provider or any person appointed by the Lender or by a person to whom paragraphs (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter- terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with the Lender or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender or is otherwise bound by requirements of confidentiality in relation to the Confidential Information; and

(f) such Confidential Information as the Lender shall acting reasonably consider appropriate to any person whom the Lender believes in good faith to be an authorised signatory of the Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor.

Entire agreement

40.3 This clause 40 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

40.4 The Lender acknowledges that some or all of the Confidential Information is or may be price- sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

40.5 The Lender agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 40.2(b)(v) (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 40 (*Confidentiality*).

Continuing obligations

40.6 The obligations in this clause 40 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on the Lender for a period of twelve (12) months from the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and the Commitment has been cancelled or otherwise ceases to be available.

Publication

40.7 The Lender agrees that it will not make any public announcement, comment or statement about its arrangement in the Facility without the prior written consent of the Borrower, save that following the first Utilisation Date, the Lender may disclose the Borrower's name, its commitments and roles hereunder and any other information already in the public domain without the Borrower's consent.

Personal Data

40.8 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations, prior to the disclosure of any Personal Data to the Lender, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to the Lender to allow that the Lender to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to the Lender has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify the Lender thereof and promptly provide to the Lender with the updated Personal Data. Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

For the purposes of this clause 40.8:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and the Lender;

Personal Data means data, whether true or not, about an individual who can be identified:

(a) from that data; or

(b) from that data and other information to which the organisation has or is likely to have access.;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction;

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Lender applying to the Transaction; and

(c) such other purposes as set out in the Lender's data privacy statement (a copy of which has been extended to each Obligor); and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Lender, including the exercise of all rights, remedies and powers of or by the Lender, as contemplated under the Agreement and the other Finance Documents.

41 Confidentiality of Funding Rates

41.1 Confidentiality and disclosure

(a) Each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by paragraph (b) below. Each Obligor agree not to disclose the Margin to anyone.

(b) Each Obligor may disclose any Funding Rate to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price- sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender or the relevant Obligor, as the case may be, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the Lender.

41.2 Related obligations

(a) Each Obligor acknowledges that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each Obligor undertakes not to use any Funding Rate for any unlawful purpose.

(b) Each Obligor agrees (to the extent permitted by law and regulation) to inform the relevant Lender:

(i) of the circumstances of any disclosure made pursuant to clause 41.1(b)(ii) *(Confidentiality and disclosure)* except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this clause 41.

41.3 **No Event of Default**

No Event of Default will occur under clause 27.8 *(Other obligations)* by reason only of an Obligor's failure to comply with this clause 41.

42 Counterparts

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

43 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of the Lender to an Obligor under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12 - Governing Law and Enforcement

44 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

45 Enforcement

Jurisdiction of English courts

45.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**).

45.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

45.3 Clauses 45.1 and 45.2 are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Service of process

45.4 Without prejudice to any other mode of service allowed under any relevant law, the Borrower and the Parent:

(a) irrevocably appoints Campbell Johnston Clark at present of 59 Mansell Street London E1 8AN as its English process agent as its agent for service of process in relation to any proceedings before the English courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	Hafnia Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (or equivalent, if any)	201510759D
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	Hafnia Pte. Ltd.
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Lender

Name	**Danish Ship Finance A/S**
Facility Office, address, fax number and attention details for notices	**Credit matters:** Sankt Annae Plads 3, DK-1250 Copenhagen K, Denmark Email: bek@shipfinance.dk; pkr@shipfinance.dk and pte@shipfinance.dk **Operations/Administrations:** Loan Administration Department Sankt Annae Plads 3, DK-1250 Copenhagen K, Denmark E-mail: loanadmin@shipfinance.dk
Commitment ($)	$106,275,000

Schedule 2
Ship information

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
1	BW MYNA	9708083	MR	BW Clearwater Pte. Ltd.	Singapore	Lloyds Register
2	BW OSPREY	9682241	MR	BW Clearwater Pte. Ltd.	Singapore	DNV
3	BW PETREL	9706073	MR	BW Clearwater Pte. Ltd.	Singapore	DNV
4	BW RAVEN	9706061	MR	BW Clearwater Pte. Ltd.	Singapore	DNV
5	BW SWIFT	9713844	MR	BW Clearwater Pte. Ltd.	Singapore	DNV
6	BW WREN	9713856	MR	BW Clearwater Pte. Ltd.	Singapore	DNV

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the first Utilisation Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Initial conditions precedent to signing

1 Obligors' corporate documents

(a) A copy of the Constitutional Documents of each Obligor.

(b) A certified copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors (as the case may be) of each Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph (b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Commitment would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.

(g) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

2 "Know your customer" information

Such documentation and information as the Lender may reasonably request through the Lender to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to the Lender.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 45.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Lender considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements, together with the most recent Quarterly Financial Statements for a financial quarter of the Parent (being those that relate to 30 September 2021) delivered pursuant to clause 19.4 and a Compliance Certificate up to 30 September 2021.

(d) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

(e) Evidence of any shareholder loans entered into by the Owner and the Borrower.

4 Group Structure

A certified copy of the current group structure chart for the Group.

Part 2

Conditions precedent to the delivery of the first Utilisation Request

1 Corporate documents

If there is a delay of more than one month between the provision of the conditions in Part 1 of this Schedule 3 and the conditions in Part 2 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the first Utilisation Date certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Lender and capable of being relied upon by the Lender:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Lender;

(b) a legal opinion Norton Rose Fulbright (Asia) LLP on matters of Singapore law, in the agreed form as approved by the Lender;

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, in the agreed form as approved by the Lender.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Lender considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

(c) An assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Value of security

Valuations for all the Ships obtained (not more than forty five (45) days before the first Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

Part 3

Ship and security conditions precedent to each Utilisation

1 Security

(a) The Mortgage and the Deed of Covenant in respect of each relevant Ship duly executed by the Owner.

(b) The Shipowner Guarantee in respect of each relevant Ship duly executed by the Owner.

(c) Any Manager's Undertaking in respect of each relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking and Assignment in respect of each relevant Ship required on the relevant Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

2 Registration of Ships

Evidence that each relevant Ship:

(a) is legally and beneficially owned by the Owner and registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

3 Mortgage registration

Evidence that on the relevant Utilisation Date, any existing registered mortgages on each relevant Ship shall be discharged and evidence that the Mortgage in respect of each relevant Ship has been (or will, on the relevant Utilisation Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

4 Legal opinions

The following legal opinions, each addressed to the Lender and capable of being relied upon by the Lender:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, substantially in the agreed form as approved by the Lender;

(b) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of Singapore law, substantially in the agreed form as approved by the Lender; and

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, substantially in the agreed form as approved by the Lender.

5 Insurance

In relation to each relevant Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Lender on such Insurances;

(b) evidence that such Insurances have or will be placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Lender in an approved form in relation to the Insurances.

6 ISM and ISPS Code

Copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each relevant Ship for the purposes of that code;

(b) the safety management certificate in respect of each relevant Ship issued in accordance with the ISM Code;

(c) the international ship security certificate in respect of each relevant Ship issued under the ISPS Code;

(d) the international tonnage certificate in respect of each relevant Ship; and

(e) if so requested by the Lender with the Lender providing not less than 5 Business Days' prior written notice prior to the Utilisation Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

7 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

8 Environmental matters

Evidence of each relevant Ship's certificate of financial responsibility issued pursuant to the United States law.

9 Management Agreement

Where a technical manager of a relevant Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for that Ship;

10 Employment

(a) Where a relevant Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Lender (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Lender enforces any Security Interest in respect of that Ship;

(b) Where a relevant Ship is under any bareboat charter arrangements a copy of such bareboat charter contract which for the avoidance of doubt shall acknowledge the Finance Documents by way of an addendum or side letter and such bareboat charterer shall enter into an Insurance Undertaking and Assignment; and

(c) Where a relevant Ship is employed under any time charter contract or any other contract of employment by the Owner having a duration in excess of 12 months including options, a copy of such charter contract.

11 Release of Security Interest under Existing Facility

Evidence that the Security Interest in respect of a relevant Ship will be released under the Existing Facility.

12 Other conditions

A copy of any other document, authorisation, opinion or assurance which the Lender reasonably considers to be necessary or desirable (if it has notified the Borrower accordingly within a reasonable period of time) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Part 4

Conditions subsequent

1 Company registrations

Within thirty (30) days of each Utilisation Date, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of each Utilisation Date, issuance of the following legal opinions:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of English law, substantially in the form approved by the Lender;

(b) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of Singapore law, substantially in the form approved by the Lender;

(c) A legal opinion of Conyers Dill & Pearman Limited addressed to the Lender on matters of Bermuda law, substantially in the form approved by the Lender.

3 Insurances

Within thirty (30) days of each Utilisation Date, copies of:

(a) the issued opinion from insurance consultants appointed by the Lender on such Insurances; and

(b) the issued letters of undertaking in favour of the Lender in an approved form in relation to the Insurances.

4 Shares in BW Clearwater Pte. Ltd.

Within six months from the first Utilisation Date, evidence satisfactory to the Lender that the shares in BW Clearwater Pte. Ltd. are not encumbered.

Schedule 4
Utilisation Request

From: Hafnia Pte. Ltd. (as **Borrower**)

To: Danish Ship Finance A/S (as **Lender**)

Dated: [●]

Dear Sirs

Up to $106,275,000 Facility Agreement dated [●] 2021 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow the Ship [1][2][3][4][5][6] Advance on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount:	$[●]

3 We confirm that each condition specified in clause 4.6 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this Ship [1][2][3][4][5][6] Advance is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [to state full name and account details of relevant existing agent bank] or [the designated account in the name of the existing borrower in relation to such Ship].

5 We confirm that we will use the proceeds of this Ship [1][2][3][4][5][6] Advance for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The first Interest Period for the said Ship [1][2][3][4][5][6] Advance shall end on 30 June 2022, in accordance with clause 9.1 (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

authorised signatory for Hafnia Pte. Ltd.

Schedule 5
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Danish Ship Finance A/S as Lender

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $106,275,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[●] on the last day of the most recently- elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than $60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Form of Compliance Certificate – Part B

To: Danish Ship Finance A/S as Lender

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $106,275,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (*Valuation frequency*) and clause 25.12 (*Security shortfall*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (*Security shortfall*) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (*Valuation frequency*) of the Agreement.

Signed by:

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

SIGNATURES

THE BORROWER

HAFNIA PTE. LTD

By: /s/ Petrus Wouter Van Echtelt

THE PARENT

HAFNIA PTE. LTD

By: /s/ Petrus Wouter Van Echtelt

THE LENDER

DANISH SHIP FINANCE A/S

By: /s/ Sue Ann Gan
Sue Ann Gan (Attorney-in-fact)

/s/ Zara Loh
Zara Loh (Attorney-in-fact)

KROMANN REUMERT

EXECUTION VERSION

AMENDMENT DEED - RFR

This amendment deed (the "**Deed**") is made:

between	**HAFNIA PTE. LTD.** as Borrower
and	**HAFNIA LIMITED** as Parent
and	**BW CLEARWATER PTE. LTD.** as Owner
and	**Danish ship finance A/S** as lender
Dated	**1 FEBRUARY 2023**
	(THE LENDER'S CREDIT NO. 4843)

RECITALS

(A) The Parties to this Deed are parties to a facility agreement originally dated 17 December 2021 (as amended, supplemented, varied or restated from time to time (whether before or after the date of this Deed), the "**Agreement**").

(B) The Parties are entering into this Deed to provide for the conversion of the applicable interest rate benchmark under the Agreement from that of USD-LIBOR to a Daily Non-Cumulative Compounded RFR Rate (as defined below) on the terms and conditions set out in this Deed.

IT IS AGREED as follows:

1. DEFINITIONS

1.1 Incorporation of Agreement definitions. Terms defined in the Agreement shall have the same meaning when used in this Deed unless otherwise stated herein or the context otherwise requires.

1.2 Additional definitions. In addition to the terms defined above and in the Agreement, the following terms shall have the following meaning in this Deed, unless the context otherwise requires:

"**Effective Date**" means the date upon which the Lender confirms that it has received or waived all of the documents and evidence set out in Schedule 1 (*Conditions precedent*) to this Deed each in a form and substance satisfactory to the Lender.

"**Party**" means a party to this Deed.

1.3 Third party rights. A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

2. AMENDMENTS TO THE AGREEMENT

2.1 Amendments to the Agreement. With effect from (and including) the Effective Date, the Agreement shall be amended as set out in Schedule 2 (*Amendments to the Agreement*)

2.2 Notice of Effective Date. The Lender will notify the other Parties to this Deed when the Effective Date occurs and for the avoidance of doubt any notice purporting to be a "notice of Effective Date" may be relied upon by the Borrower for such purpose. If the Effective Date has not occurred by 31 January 2023 (or any later date which the Lender may agree), then this Clause 2 (*Amendments to the Agreement*) shall lapse and none of the amendments recorded in Schedule 2 (*Amendments to the Agreement*) will take effect. If the Effective Date has not occurred by 31 January 2023, interest will accrue pursuant to Clause 10 (*Changes to the calculation of interest*) of the Agreement with effect as of the first Interest Period commencing after 30 June 2023 for the Loan and at any time thereafter unless otherwise agreed between the Parties.

Continuing effect. The provisions of the Agreement and the other Finance Documents shall, save as amended by this Deed, continue in full force and effect.

2.3 Further assurance. Each Obligor shall, at the request of the Lender and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Deed and the documents listed in Schedule 1 (*Condition Precedent*) hereto or for the validity and enforceability of any such documents.

3. SECURITY AND GUARANTEE CONFIRMATION

3.1 Security. Each Obligor confirms with effect from and including the Effective Date, that the security created by the Security Documents to which that Obligor is a party shall:

a) continue in full force and effect notwithstanding the amendments referred to in Clause 2.1 (*Amendments to the Agreement*); and

b) extend to and secure its and the other Obligors' obligations under the Agreement and the other Finance Documents as amended by this Deed.

3.2 Guarantee. Each Obligor confirms with effect from and including the Effective Date, that the guarantees and indemnities set out in the Agreement or any of the other Finance Documents shall:

a) remain in full force and effect notwithstanding the amendments referred to in Clause 2.1 (*Amendments to the Agreement*); and

b) extend to any other Obligors' obligations under the Agreement and the other Finance Documents as amended by this Deed.

4. COSTS

The Borrower shall within six (6) Business Days of demand from the Lender, pay to the Lender any documented costs, expenses (including, but not limited to legal fees), stamp duty, registration fees, taxes and other duties and fees reasonably incurred by the Lender in connection with the negotiation, preparation, execution, amendment, release, protection and/or enforcement of this Deed and any other documents referred to in this Deed, including the documents listed in Schedule 1 (*Conditions precedent*) hereto.

5. MISCELLANEOUS

5.1 Finance Document. This Deed is designated as a Finance Document for the purpose of the Agreement.

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

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

5.4 Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed or under any of the documents referred to herein shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy prevents any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided in this Deed and the documents referred to herein are cumulative and not exclusive of any rights or remedies provided by law.

5.5 No warranties. The Lender does not warrant or accept any responsibility for any of the following:

a) the administration, submission or any other matter related to any Compounded Reference Rate or any related rates or documents;

b) the composition or characteristics of any Compounded Reference Rate, including whether it is similar to, produces the same value or economic equivalence to, or has the same volume or liquidity as, the rate which it replaces;

c) the suitability of any replacement rate for any Obligor or any entity related to it,

provided that nothing in this paragraph shall limit or exclude any liability of the Lender for fraud.

5.6 No liability. Each Obligor acknowledges that it is responsible for taking its own advice in relation to the amendments contained in this Deed and the matters referred to in Clause 5.5 (*No warranties*) above and agrees that it has not received and/or relied upon any such advice from the Lender, and waives all rights and remedies in respect of those matters.

6. LAW AND JURISDICTION

The provisions of clauses 44 (*Governing Law*) and 45 (*Enforcement*) of the Agreement shall apply to this Deed as if they were set out in full and as if references to the Agreement were references to this Deed.

SCHEDULE 1

CONDITIONS PRECEDENT

1. THE DEED

a) This Deed duly executed by the Parties hereto.

2. CORPORATE DOCUMENTS

a) A copy of the constitutional documents of each Obligor.

b) A bringdown certificate from each of the Obligors.

c) A true, up-to-date and complete list of Directors and Officers of each Obligor.

d) An up to date transcript from the companies register in the jurisdiction where each Obligor is registered not older than 60 days.

e) Copies of proof of identity (passport) and country of residence (utility bills or similar) acceptable to the Lender of any persons signing the Deed or any of the documents referred to in this Schedule 1 (*Conditions precedent*).

3. LEGAL OPINIONS AND LEGAL ADVICE

a) Email confirmation that the Deed has been duly executed by the Obligors by one or more persons with the necessary capacity and authority, such email confirmation to be issued by legal counsels appointed by the Lender in the jurisdictions of the Obligors.

4. OTHER DOCUMENTS AND EVIDENCE

A copy of any other authorisation or other document, opinion or assurance which the Lender reasonably considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by this Deed or any document referred to herein or for the validity and enforceability of any such documents, including without limitation such amendments to the Security Documents as the Lender considers to be necessary.

SCHEDULE 2

SCOPE OF AMENDMENTS

The following new interest rate provisions will provide for Daily Non-Cumulative Compounded RFR Rate (as defined below) to replace USD-LIBOR as the applicable interest rate benchmark for the calculation of interest on the Loan under the Agreement as further set out in section 3 (*New interest provisions*) below. This change of the interest rate benchmark for the Loan will occur on the Rate Switch Date (as defined below). Accordingly, on and from the Rate Switch Date, the Loan will switch from a USD-LIBOR Loan to a Compounded Rate Loan and interest will be calculated by reference to the Compounded Reference Rate as further set out in section 3 (*New interest provisions*) below. Until the applicable Rate Switch Date, the Loan will continue to accrue interest at a rate which is determined by reference to USD-LIBOR in accordance with the existing interest rate provisions.

The rate switch and new interest rate provisions will be incorporated in the Agreement as new Clauses 8A (*Rate Switch*), 8B (*Interest – Compounded Rate Loan*), 8C (*Interest Periods – Compounded Rate Loan*) and 8D (*Changes to the calculation of interest – Compounded Rate Loan*) as set out in section 3 (*New interest provisions*) below.

Section 1 (*Definitions related to the new interest provisions*) and section 2 (*Construction related to the new interest provisions*) below contains definitions and construction provisions which will amend and supplement the existing definitions and construction provisions of the Agreement in order to give effect to the new interest rate provisions.

The other provisions of the Agreement shall (save as otherwise stated below) remain in full force and effect, except that such other provisions of the Agreement shall be deemed amended to the extent necessary to give effect to the amendments to the Agreement set out in sections 1 to 7 below.

AMENDMENTS TO THE AGREEMENT

With effect as of the Effective Date, the Agreement shall be amended as follows:

1. DEFINITIONS RELATED TO THE NEW INTEREST RATE PROVISIONS

1.1 The following definitions shall be inserted in Clause 1 (*Definitions and interpretation*) of the Agreement in alphabetical order and, to the extent that corresponding definitions are already included in the Agreement, the following definitions shall replace such existing corresponding definitions in the Agreement:

*""**Additional Business Day**" means any day specified as such in the applicable Reference Rate Terms.*

*"**Break Costs**" means*
a) with respect to the Loan if it is a Term Rate Loan, the amount (if any) by which:

i) the interest (excluding the Margin) which the Lender should have received for the period from the date of receipt of all or any part of its participation in the Loan or Unpaid Sum to the last day of the current Interest Period in respect of the Loan or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

ii) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Relevant Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period; or

b) with respect to the Loan if has become a Compounded Rate Loan, any amount specified as such in the applicable Reference Rate Terms.

*"**Business Day**" means a day (other than a Saturday or Sunday):*

a) on which banks are open for general business and:
i) in relation to any date for payment or purchase of United States dollars required under a Finance Document, Copenhagen, Singapore and New York; and
ii) for all other purposes of this Agreement, Copenhagen and Singapore; and
b) in relation to:
i) any date for payment or purchase of an amount relating to a Compounded Rate Loan or Unpaid Sum; or
ii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan or Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period,
a day which is an Additional Business Day relating to the Compounded Rate Loan or Unpaid Sum.

*"**Central Bank Rate**" has the meaning given to that term in the applicable Reference Rate Terms.*

*"**Central Bank Rate Adjustment**" has the meaning given to that term in the applicable Reference Rate Terms.*

*"**Compounded Rate Interest Payment**" means the aggregate amount of interest that:*
a) is, or is scheduled to become payable under any Finance Document; and
b) relates to a Compounded Rate Loan.

*"**Compounded Rate Loan**" means the Loan or, if applicable, Unpaid Sum if it is or has become a "Compounded Rate Loan" and which accrues interest at the rate based on the Compounded Reference Rate (as further set out in Clause 8B (Interest – Compounded Rate Loan)) as a consequence of being, or becoming a "Compounded Rate Loan" pursuant to Clause 8A (Rate Switch).*

*"**Compounded Reference Rate**" means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:*
a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and
b) the applicable Credit Adjustment Spread,
provided that if such rate is below zero, the Compounded Reference Rate shall be deemed to be zero.

*"**Compounding Methodology Supplement**" means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:*
a) is agreed in writing by the Borrower and the Lender;

b) specifies a calculation methodology for that rate; and
c) has been made available to the Borrower and the Lender.

*"**Credit Adjustment Spread**" means, in relation to the Loan or Unpaid Sum which is or becomes a "Compounded Rate Loan" pursuant to Clause 8A (Rate Switch), any rate which is either:*
a) specified as such in the applicable Reference Rate Terms; or
b) determined by the Lender in accordance with the methodology specified in the applicable Reference Rate Terms.

*"**Cumulative Compounded RFR Rate**" means, in relation to an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Lender in accordance with the methodology set out in Schedule C (Cumulative Compounded RFR Rate) or in any relevant Compounding Methodology Supplement.*

*"**Daily Non-Cumulative Compounded RFR Rate**" means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Lender in accordance with the methodology set out in Schedule B (Daily Non-Cumulative Compounded RFR Rate) or in any relevant Compounding Methodology Supplement.*

*"**Daily Rate**" means the rate specified as such in the applicable Reference Rate Terms.*

*"**Lookback Period**" means the number of days specified as such in the applicable Reference Rate Terms.*

*"**Market Disruption Rate**" means the rate (if any) specified as such in the applicable Reference Rate Terms, provided that if such rate (if any) is below zero, the Market Disruption Rate shall be deemed to be zero.*

*"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:*

a) other than where paragraph (b) below applies:
  i) (subject to paragraph (iii) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
  ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
  iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end; and
b) in relation to an Interest Period for a Compounded Rate Loan (or any other period for the accrual of commission or fees) the applicable Reference Rate Terms shall apply.

*The above rules will only apply to the last Month of any period. "**Monthly**" shall be construed accordingly.*

*"**Rate Switch Date**" has the meaning given to that term in Clause 8A.2 (Rate switch definitions).*

*"**Reference Rate Supplement**" means a document which:*
a) is agreed in writing by the Borrower and the Lender;
b) specifies for USD the relevant terms which are expressed in this Agreement to be determined by reference to the Reference Rate Terms; and
c) has been made available to the Borrower and the Lender.

*"**Reference Rate Terms**" means the terms set out in Schedule A (Reference Rate Terms - US Dollars) or in any Reference Rate Supplement.*

*"**Relevant Market**" means:*

a) prior to the Rate Switch Date, the London Interbank market; and
b) on or after the Rate Switch Date, the market specified as such in the applicable Reference Rate Terms.

*"**Reporting Day**" means the day (if any) specified as such in the applicable Reference Rate Terms.*

*"**Reporting Time**" means the relevant time (if any) specified as such in the applicable Reference Rate Terms.*

*"**RFR**" means the rate specified as such in the applicable Reference Rate Terms.*

*"**RFR Banking Day**" means any day specified as such in the applicable Reference Rate Terms.*

*"**Term Rate Loan**" means the Loan or, if applicable, Unpaid Sum which accrues interest at a rate which is determined by reference to LIBOR (as further set out in Clause 8 (Interest)) to the extent that it is not, or has not become, a "Compounded Rate Loan" pursuant to Clause 8A (Rate Switch)."*

1.2 The definition of "Finance Documents" set out in Clause 1.1 (*Definitions*) of the Agreement shall be amended to include the following language/documents after the words "this Agreement,":

"any Reference Rate Supplement, any Compounding Methodology Supplement"

1.3 The definition of "Interbank Market" throughout the Agreement shall be amended to "Relevant Market".

1.4 The definition of "Funding Rate" shall be amended to:

"**Funding Rate**" means (as applicable) any individual rate notified by the Lender to the Borrower pursuant to clause 10.3(a)(ii) (*Cost of funds*) or any rate notified by the Lender to the Borrower pursuant to Clause 8D.3(a)(ii) (*Cost of funds*).

2. CONSTRUCTION RELATED TO NEW INTEREST RATE PROVISIONS

2.1 In Clause 1.2 (*Construction*) of the Agreement, the last "." shall be replaced by ";" and the following shall be inserted at the end of the provision:

"

*dd) the Lender's "**cost of funds**" in relation to its participation in the Loan is a reference to the average cost (determined either on an actual or a notional basis) which that Lender incur or would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in the Loan for a period equal in length to the Interest Period of the Loan;*

ee) a reference in this Agreement to a page or screen of an information service displaying a rate shall include:

i) any replacement page of that information service which displays that rate; and

ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Lender after consultation with the Borrower;

ff) a reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate;

gg) any Reference Rate Supplement overrides anything in:

i) Schedule A (Reference Rate Terms - US Dollars); or

ii) any earlier Reference Rate Supplement; and

hh) a Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

i) Schedule B (Daily Non-Cumulative Compounded RFR Rate) or Schedule C (Cumulative Compounded RFR Rate), as the case may be; or

ii) any earlier Compounding Methodology Supplement."

3. NEW INTEREST RATE PROVISIONS

3.1 New Clauses 8A (*Rate Switch*), 8B (*Interest – Compounded Rate Loan*), 8C (*Interest Periods – Compounded Rate Loan*) and 8D (*Changes to the calculation of interest – Compounded Rate Loan*) shall be inserted in the Agreement immediately before Clause 8 (*Interest*) of the Agreement which shall read as follows:

"8A. RATE SWITCH

8A.1 Switch to Compounded Reference Rate

On and from the Rate Switch Date:
a) use of the Compounded Reference Rate will replace the use of LIBOR for the calculation of interest for the Loan and any Unpaid Sum; and

b) the Loan or Unpaid Sum shall be a "Compounded Rate Loan" and Clause 8B (Interest – Compounded Rate Loan), Clause 8C (Interest Periods - Compounded Rate Loan) and Clause 8D (Changes to interest rates - Compounded Rate Loan) shall apply to the Loan or Unpaid Sum and Clause 8 (Interest), Clause 9 (Interest Periods) and Clause 10 (Changes to calculation of interest rates) shall cease to apply to the Loan.

Clause 8 (Interest), Clause 9 (Interest Periods) and Clause 10 (Changes to calculation of interest rates) shall continue to apply to the Loan until the Rate Switch Date.

8A.2 Rate switch definitions

In this Agreement:

*"**Rate Switch Date**" means in respect of the Loan and Unpaid Sum the earlier of:*

a) 30 June 2023; and

b) such earlier date as the Borrower and the Lender may agree,

provided, however, that if an Interest Period for the Loan would otherwise end on a day which falls after the earlier of the dates set out under a) or b) above, the Rate Switch Date shall be the first day of that Interest Period.

8A.3 Notification of Rate Switch Date.

The Lender shall notify the Borrower of the Rate Switch Date for the Loan promptly upon becoming aware of the occurrence of the Rate Switch Date.

8B INTEREST - COMPOUNDED RATE LOAN

8B.1 Calculation of interest – Compounded Rate Loan

a) The rate of interest on the Loan (where it is a Compounded Rate Loan) for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

i) Margin; and

ii) Compounded Reference Rate for that day.

b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

8B.2 Payment of interest - Compounded Rate Loan

The Borrower shall pay accrued interest on the Compounded Rate Loan on the last day of each Interest Period relating thereto.

8B.3 Default Interest

a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is 2 (two) percentage points per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted part of the Compounded Rate Loan for successive Interest Periods each of a duration selected by the Lender. Any interest accruing under this Clause 8B.3 (Default Interest) shall be immediately payable by the Obligor on demand by the Lender.

b) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

8B.4 Notification of Rates of Interest

a) The Lender shall promptly upon a Compounded Rate Interest Payment being determinable notify:
i) the Borrower of that Compounded Rate Interest Payment; and
ii) the Borrower of:
A) the rate of interest for the relevant Interest Period for a Compounded Rate Loan (based on the Daily Non-Cumulative Compounded RFR Rate relevant to the determination of that Compounded Rate Interest Payment); and
B) to the extent it is then determinable, the Market Disruption Rate (if any) relating to a Compounded Rate Loan.
b) The Lender shall promptly notify the Borrower of the determination of a rate of interest relating to a Compounded Rate Loan to which Clause 8D.3 (Cost of funds) applies.
c) This Clause 8B.4 (Notification of Rates of Interest) shall not require the Lender to make any notification to any Party on a day which is not a Business Day."

8C INTEREST PERIODS - COMPOUNDED RATE LOAN

8C.1 Determination of Interest Periods

The Interest Period for the Loan (where it is a Compounded Rate Loan) shall be 3 Months.

8C.2 Non-Business Days

Any rules specified as "Business Day Conventions" in the Reference Rate Terms for a Compounded Rate Loan or Unpaid Sum shall apply to each Interest Period for that Compounded Rate Loan or Unpaid Sum.

8D CHANGES TO THE CALCULATION OF INTEREST - COMPOUNDED RATE LOAN

8D.1 Interest calculation if no RFR or Central Bank Rate

If:
a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and
*b) "**Cost of funds will apply as a fallback**" is specified in respect of the Compounded Rate Loan in the Reference Rate Terms for that Compounded Rate Loan,*
Clause 8D.3 (Cost of funds) shall apply to the Compounded Rate Loan for that Interest Period.

8D.2 Market disruption

a) In the case of a Compounded Rate Loan, if:
i) a Market Disruption Rate is specified in the Reference Rate Terms; and
ii) before the Reporting Time, the Lender notifies the Borrower that its cost of funds relating to its participation in the Compounded Rate Loan would be in excess of that Market Disruption Rate,
then Clause 8D.3 (Cost of funds) shall apply to the Compounded Rate Loan for the relevant Interest Period.

8D.3 Cost of funds

a) If this Clause 8D.3 (Cost of funds) applies to a Compounded Rate Loan for an Interest Period then the Interest Period and the rate of interest on the Compounded Rate Loan for that Interest Period shall be the percentage rate per annum which is the sum of:
i) the applicable Margin; and
ii) the rate notified by the Lender as soon as practicable by the Reporting Time for the Compounded Rate Loan, to be that which expresses as a percentage rate per annum its cost of funds relating to the Compounded Rate Loan.
b) If this Clause 8D.3 (Cost of funds) applies and the Lender or the Borrower so require, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
c) Any alternative basis agreed pursuant to Clause 8D.3 (Cost of funds) above shall, with the prior consent of the Lender and the Borrower, be binding on all Parties.
d) If this Clause 8D.3 (Cost of funds) applies and:
i) the Lender's cost of funds is less than the relevant Market Disruption Rate; or
ii) the Lender does not notify a rate to the Lender by the time specified in paragraph (a) above,
that Lender's cost of funds relating to its participation in the Compounded Rate Loan for that Interest Period shall be deemed, for the purposes of Clause 8D.3 (Cost of funds) above, to be the Market Disruption Rate for the Loan.

8D.4 Notification to the Borrower

If Clause 8D.3 (Cost of funds) applies the Lender shall, as soon as is practicable, notify the Borrower."

4. DELETION OF CLAUSE 8.8

Clause 8.8 (*Modification and/or discontinuation of certain benchmarks*) shall be deleted.

5. COSTS AND EXPENSES

5.1 Clause 16.1 (*Amendment Costs*) shall be amended by (i) deleting the first word "If" and replacing the same with "Subject to Clause 16.5 (*Cost and expenses relating to changes to reference rates*), if" and (ii) deleting the words "or any amendment or waiver is required or contemplated or agreed pursuant to clause 39.1 (*Replacement of Screen Rate*)".

5.2 A new Clause 16.5 (*Costs and expenses relating to changes to reference rates*) shall be inserted at the end of Clause 16 (*Costs and expenses*) of the Agreement which reads as follows:

"16.5 Cost and expenses relating to changes to reference rates
The Borrower shall within 6 (six) Business Days after the Lender's demand reimburse to the Lender, the amount of all such documented costs and expenses (including but not limited to legal fees) reasonably and properly incurred by the Lender in connection with any Reference Rate Supplement or Compounding Methodology Supplement or an amendment or waiver of this Agreement and any other Finance Document contemplated or agreed pursuant to Clause 39 (Changes to reference rates)."

6. CHANGES TO REFERENCE RATES

The following shall be inserted as Clause 39 in the Agreement and shall replace the existing Clause 39 (*Replacement of Screen Rate*) of the Agreement:

39. Replacement of reference rates
39.1 Changes to reference rates

a) If a Published Rate Replacement Event has occurred in relation to any Published Rate, any amendment or waiver which relates to:
i) providing for the use of a Replacement Reference Rate in place of or in addition to that Published Rate; and
ii)
A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;
B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);
C) implementing market conventions applicable to that Replacement Reference Rate;
D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),
may be made with the consent of the Borrower and the Lender.

b) An amendment or waiver (which may be documented by a Reference Rate Supplement) that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

i) relates to the use of the RFR on a compounded basis in the international or any relevant domestic syndicated loan markets; and
ii) is issued on or after the date of this Agreement,
may be made with the consent of the Lender and the Borrower.

c) In this Clause 39 (Changes to reference rates):

*"**Published Rate**" means*
a) the RFR, or
b) *any Replacement Reference Rate to the extent that it has previously replaced the RFR pursuant to this Clause 39 (Changes to Reference Rates)*

*"**Published Rate Replacement Event**" means, in relation to a Published Rate:*
a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Lender and the Borrower, materially changed;
b)
i)
A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or
B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,
provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;
ii) the administrator of that Published Rate publicly announces that it has ceased or will cease, to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;
iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or
iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or
c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender and the Borrower) temporary; or
ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the "Published Rate Contingency Period" in the Reference Rate Terms relating to that Published Rate; or

d) in the opinion of the Lender and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

*"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.*

*"**Replacement Reference Rate**" means a reference rate which is:*

a) formally designated, nominated or recommended as the replacement for a Published Rate by:
  i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
  ii) any Relevant Nominating Body,
  and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;
b) in the opinion of the Lender and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or
c) in the opinion of the Lender and the Borrower, an appropriate successor to a Published Rate."

7. NEW SCHEDULES TO THE AGREEMENT

The following new schedules shall be inserted as Schedule A (*Reference Rate Terms - US Dollars*), Schedule B (*Daily Non-Cumulative Compounded RFR Rate*) and Schedule C (*Cumulative Compounded RFR Rate*) in the Agreement immediately before Schedule 1 (*The Original Parties*) of the Agreement:

SCHEDULE A - REFERENCE RATE TERMS - US DOLLARS

CURRENCY:	*USD*
Cost of funds as a fallback:	*Cost of funds will apply as a fallback.*
Definitions	
Additional Business Days:	*An RFR Banking Day.*
Break Costs:	*If more than 2 prepayments are made in respect of the Loan (where it is a Compounded Rate Loan) during any 12 Months' period and not falling on the last day of an Interest Period, the Borrower shall pay to the Lender a prepayment fee in the amount of USD 5,000 in respect of each such additional prepayment (not occurring on the last day of an Interest Period) upon demand from the Lender.*
Business Day Conventions (definition of "Month" and Clause 8C.2 (Non-Business Days)):	(a) *If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:* (i) *subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;* (ii) *if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and* (iii) *if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.* (b) *If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).*
Central Bank Rate:	(a) *The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or*

(b) *if that target is not a single figure, the arithmetic mean of:*

(i) *the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and*

(ii) *the lower bound of that target range.*

Central Bank Rate Adjustment: *In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent. trimmed arithmetic mean (calculated by the Lender of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.*

Central Bank Rate Spread: *In relation to any RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Lender between:*

(a) *the RFR for that RFR Banking Day; and*

(b) *the Central Bank Rate prevailing at close of business on that RFR Banking Day.*

Credit Adjustment Spread: *0.26161 per cent per annum*

Daily Rate: *The "**Daily Rate**" for any RFR Banking Day is:*

(a) *the RFR for that RFR Banking Day; or*

(b) *if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:*

(i) *the Central Bank Rate for that RFR Banking Day; and*

(ii) *the applicable Central Bank Rate Adjustment; or*

(c) *if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:*

(i) *the most recent Central Bank Rate for a day which is no more than five (5) RFR Banking Days before that RFR Banking Day; and*

(ii) *the applicable Central Bank Rate Adjustment,*

rounded, in either case, to five decimal places and if, in either case, the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period: *Five (5) RFR Banking Days.*

Market Disruption Rate:	*The percentage rate per annum which is the aggregate of:* (a) *the Cumulative Compounded RFR Rate for the Interest Period of a Compounded Rate Loan; and* (b) *the applicable Credit Adjustment Spread.*
Relevant Market:	*The market for overnight cash borrowing collateralised by US Government securities.*
Reporting Day:	*The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.*
RFR:	*The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).*
RFR Banking Day:	*Any day other than:* (a) *a Saturday or Sunday; and* (b) *a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.*
Published Rate Contingency Period	*30 days.*
Interest Periods	
Length of Interest*:*	*3 months.*
Reporting Times	
Deadline for Lender to report market disruption in accordance with Clause 8D.2 (Market disruption)	*Close of business in Copenhagen on the Reporting Day for a Compounded Rate Loan.*
Deadline for Lender to report their cost of funds in accordance with Clause 8D.3 (Cost of funds)	*Close of business on the date falling three (3) Business Days after the Reporting Day for a Compounded Rate Loan (or, if earlier, on the date falling two (2) Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Compounded Rate Loan).*

SCHEDULE B - DAILY NON-CUMULATIVE COMPOUNDED RFR RATE

*The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "i" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Lender performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:*

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

*"**UCCDR$_i$**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "**i**";*

*"**UCCDR$_{i-1}$**" means, in relation to that RFR Banking Day "**i**", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;*

*"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;*

*"**n$_i$**" means the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day; and*

*the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Lender performing the calculation, taking into account the capabilities of any software used for that purpose):*

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

*"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;*

*"**tn$_i$**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;*

*"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;*

*"**dcc**" has the meaning given to that term above; and*

*the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five decimal places) calculated as set out below:*

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP} \times n_i}{dcc}\right)-1\right] \times \frac{dcc}{tn_i}$$

where:

*"**d$_0$**" means the number of RFR Banking Days in the Cumulation Period;*

*"**Cumulation Period**" has the meaning given to that term above;*

*"**i**" means a series of whole numbers from one to d_0, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;*

*"**DailyRate**$_{i\text{-}LP}$" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day "**i**";*

*"n_i" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;*

*"**dcc**" has the meaning given to that term above; and*

"tn_i" has the meaning given to that term above.

SCHEDULE C - CUMULATIVE COMPOUNDED RFR RATE

*The "**Cumulative Compounded RFR Rate**" for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of "**Annualised Cumulative Compounded Daily Rate**" in Schedule B (Daily Non-Cumulative Compounded RFR Rate)) calculated as set out below:*

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

where:

*"**d_0**" means the number of RFR Banking Days during the Interest Period;*

*"**i**" means a series of whole numbers from one to d_0, each representing the relevant RFR Banking Day in chronological order during the Interest Period;*

*"**$DailyRate_{i-LP}$**" means for any RFR Banking Day "**i**" during the Interest Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day "**i**";*

*"**n_i**" means, for any RFR Banking Day "**i**", the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;*

*"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and*

*"**d**" means the number of calendar days during that Interest Period.*

IN WITNESS whereof this Deed has been duly executed as a deed and is delivered on the date first above written.

FOR HAFNIA PTE, LTD.

SIGNED)

by Petrus Wouter Van Echtelt)

as directors for and on behalf of)
HAFNIA PTE, LTD.)

In the presence of:)



Witness' signature
Name of witness : Amber Ng Hui Xuan



Director

FOR HAFNIA LIMITED

SIGNED, SEALED and **DELIVERED** as a **DEED**)

by Petrus Wouter Van Echtelt)

as attorney in fact for and on behalf of)
HAFNIA LIMITED)

In the presence of:)



Witness'' signature
Name of witness: Amber Ng Hui Xuan



FOR BW CLEARWATER PTE, LTD.

SIGNED)

by Petrus Wouter Van Echtelt)

as directors for and on behalf of)
BW CLEARWATER PTE, LTD.)

In the presence of:)



Witness' signature
Name of witness: Amber Ng Hui Xuan



Director

FOR DANISH SHIP FINANCE A/S



Signature: Flemming Møller
Name:
Position: EVP



Signature: Berit Koertz
Name:
Position: Senior Client Executive

Exhibit 4.16

Private & Confidential

Execution version

Dated 17 December 2021

HAFNIA PTE. LTD.

as Borrower

guaranteed by

HAFNIA LIMITED

with

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

as Lender

and

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)

as Hedging Provider

FACILITY AGREEMENT

Up to $84,400,000 senior secured term loan and revolving credit facility

NORTON ROSE FULBRIGHT

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THIS AGREEMENT is dated 17 December 2021 and made between:

(A) **HAFNIA PTE. LTD.** as borrower (the **Borrower**);

(B) **HAFNIA LIMITED** (the **Parent**);

(C) **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH** as lender (the **Lender**); and

(D) **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)** as hedging provider (the **Hedging Provider**).

IT IS AGREED as follows:

Section 1 - Interpretation

1 Definitions and interpretation

Definitions

1.1 In this Agreement and (unless otherwise defined in the relevant Finance Document) the other Finance Documents:

Accounting Reference Date means 31 December or such other date as may be informed by the Borrower.

Affiliate means, in relation to any person, a branch or Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

Annex VI means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Anti-Terrorism Law means the US Patriot Act, the US Money Laundering Control Act of 1986 (18 USC sect. 1956), the US Executive Order No. 13224 on Terrorist Financing: Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, issued 23 September 2001, as amended by Order No. 13268 (the Executive Order), Terrorism (Suppression of Financing) Act (Cap. 325) of Singapore or any similar laws enacted in or by the United States, the European Union, Singapore or a country whose laws are applicable to an Obligor.

Approved Brokers means Fearnleys Shipbrokers, Simpson Spence & Young, Lorentzen & Stemoco, Clarksons Valuations, Drewry Maritime Advisors, Braemar Seascope Limited, Maersk Broker and Arrow Sale & Purchase (UK) Limited and such other independent reputable brokers nominated by the Borrower and approved in writing by the Lender.

Approved Classification Society means DNV, American Bureau of Shipping, Lloyds Register, Bureau Veritas and Nippon Kaiji Kyokai or such other classification society nominated by the Borrower and approved in writing by the Lender and, in relation to each Ship on the Utilisation Date in relation to the Term Loan, the Approved Classification Society specified in respect of such Ship in Schedule 2 (*Ship information*).

Approved Flag State means Hong Kong, Singapore, Norway (NIS), Marshall Islands, the Bahamas, Panama, Bermuda, Isle of Man, United Kingdom, Malta, Denmark (DIS) or such other jurisdiction as may be requested by the Borrower and approved in writing by the Lender with such consent not to be unreasonably withheld or delayed) from time to time.

Approved Manager means:

(a) Hafnia Pte. Ltd. and Hafnia Pools Pte. Ltd. (or any of its subsidiaries) or such other internationally recognised management company nominated by the Borrower involved in the commercial management of LR2, LR1, MR or handy tankers as commercial managers; and

(b) BW Fleet Management Pte. Ltd., V. Ships Asia Group Pte. Ltd., Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, Thome Ship Management Pte. Ltd., Wallem Group Limited, MMS Co., Ltd. Singapore Branch and Norden Synergy Ship Management A/S as technical managers,

or, in either case, any other Subsidiary of BW Group or the Parent or any other management company nominated by the Borrower and approved in writing by the Lender as the technical and/or commercial manager of each Ship.

Article 55 BRRD means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

Asset Cover is as defined in clause 7.9 (*Sale*).

Auditors means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche or another reputable firm of international chartered accountants selected by the Borrower.

Bail-In Action means the exercise of any Write-down and Conversion Powers.

Bail-In Legislation means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;

(b) in relation to any other state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and

(c) in relation to the United Kingdom, the UK Bail-In Legislation.

Basel II Accord means the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 as updated prior to, and in the form existing on, the date of this Agreement, excluding any amendment thereto arising out of the Basel III Accord.

Basel II Approach means, in relation to the Lender, either the Standardised Approach or the relevant Internal Ratings Based Approach (each as defined in the Basel II Accord) adopted by the Lender (or any of its Affiliates) for the purposes of implementing or complying with the Basel II Accord.

Basel II Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel II Regulation in force as at the date hereof (whether such implementation, application or compliance is by a government, regulator, Lender or any of its Affiliates).

Basel II Regulation means:

(a) any law or regulation implementing the Basel II Accord (including the relevant provisions of directive 2013/36/EU (**CRD IV**) and regulation 575/2013 (**CRR**) of the European Union) to the extent only that such law or regulation re-enacts and/or implements the requirements of the Basel II Accord but excluding any provision of such law or regulation implementing the Basel III Accord; and

(b) any Basel II Approach adopted by the Lender or any of its Affiliates.

Basel III Accord means, together:

(a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

Basel III Increased Cost means an Increased Cost which is attributable to the implementation or application of or compliance with any Basel III Regulation (whether such implementation, application or compliance is by a government, regulator, Lender or any of its Affiliates).

Basel III Regulation means any law or regulation implementing the Basel III Accord (including CRD IV and CRR) save to the extent that such law or regulation re-enacts a Basel II Regulation.

Break Costs means the amount (if any) by which:

(a) the interest (excluding the Margin) which the Lender should have received for the period from the date of receipt of all or any part of any Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(b) the amount which the Lender would be able to obtain by placing an amount equal to the principal amount or Unpaid Sum received by it on deposit with a leading bank in the Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm and Singapore and, with respect to any payments to be made hereunder, New York.

BW Group means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda.

Change of Control Event means that:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the **Sohmen Family Trust**) cease to beneficially hold more than 50% of the issued share capital of BW Group or such number of shares in the BW Group as carry more than 50% of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) 20% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 20% or more of the voting rights normally exercisable at a general meeting of the Parent.

Charged Property means all of the assets of the Obligors which from time to time are, or are expressed or intended to be, the subject of the Security Documents.

Classification means, in relation to a Ship, the classification specified in respect of such Ship in the classification certificate relevant to that Ship and to be provided pursuant to Schedule 3, Part 3, paragraph 2(b)Schedule 32(b) with an Approved Classification Society as its classification or such other equivalent classification of another Approved Classification Society if the Approved Classification Society for such Ship changes in accordance with the terms of this Agreement.

Code means the US Internal Revenue Code of 1986.

Commitment means the Term Loan Facility Commitment or Revolving Credit Facility Commitment and **Commitments** means all of them.

Compliance Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Compliance Certificate*) or otherwise approved.

Confidential Information means all information relating to an Obligor, the Group, the shareholders of the Parent, the Finance Documents or the Facilities of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facilities from either:

(a) any member of the Group or any of its advisers; or

(b) any shareholders of the Parent,

in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(c) information that:

(i) is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 41 (*Confidentiality*); or

(ii) is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers or any shareholder of the Parent or any of its advisers; or

(iii) is known by the Lender before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group and which, in either case, as far as the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(d) any Funding Rate.

Confirmation shall have, in relation to any Hedging Transaction, the meaning given to it in the relevant Hedging Master Agreement.

Constitutional Documents means, in respect of an Obligor, such Obligor's memorandum and articles of association, bye-laws or other constitutional documents including as referred to in any certificate relating to an Obligor delivered pursuant to Schedule 3 (*Conditions precedent*).

Deed of Covenant means, in relation to a Ship or a Substitute Ship in respect of which the Mortgage is in account current form, a first deed of covenant in respect of such Ship or Substitute Ship containing a first assignment of its interest in the Ship's or Substitute Ship's Insurances, Earnings and Requisition Compensation and any charters with a fixed period in excess of thirty six (36) months by the relevant Owner in favour of the Lender in the agreed form.

Default means an Event of Default or any event or circumstance specified in clause 28 (*Events of Default*) which would (with the expiry of a grace period or lapse of time, the giving of notice, the making of any determination under the Finance Documents or any combination of the foregoing) be an Event of Default.

Disposal Repayment Date (Total Loss) means, in relation to a Total Loss of a Mortgaged Ship, the applicable Total Loss Repayment Date.

Disposal Repayment Date (Sale) means, in relation to a sale of a Mortgaged Ship by the relevant Owner, the date upon which such sale is completed by the transfer of title to the purchaser in exchange for payment of all or part of the relevant purchase price.

Earnings means, in relation to a Ship and a person:

(a) subject to paragraph (b) below, all money at any time payable to that person for or in relation to the use or operation of such Ship including freight, hire and passage moneys, money payable to that person for the provision of services by or from such Ship or under any charter commitment, requisition for hire compensation, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach and payments for termination or variation of any charter commitment; and

(b) where a Ship is engaged and operates under any Pool Agreement, the pool distributions payable or to become payable to the Borrower or any bareboat charterer in relation to that Ship in accordance with the Pool Agreement.

EEA Member Country means any member state of the European Union, Iceland, Liechtenstein and Norway.

Environmental Approval means any and all consents, authorisations, licenses or approval of any Government Entity required under any Environmental Laws applicable to any Ship or any part thereof or to the operation of, or the carriage of cargo and/or passengers on, or the provision of goods and/or services from any Ship or any part thereof.

Environmental Claims means:

(a) enforcement, clean-up, removal or other governmental or regulatory action or orders or claims instituted or made pursuant to any Environmental Laws or resulting from a Spill; or

(b) any claim made by any other person relating to a Spill.

Environmental Incident means any Spill from any vessel in circumstances where:

(a) any Mortgaged Ship or its owner, operator or manager may be liable for Environmental Claims arising from the Spill (other than Environmental Claims arising and fully satisfied before the date of this Agreement); and/or

(b) any Mortgaged Ship may be arrested or attached in connection with any such Environmental Claim.

Environmental Laws means all laws, regulations and conventions concerning pollution or protection of human health or the environment.

EU Bail-In Legislation Schedule means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

Event of Default means any event or circumstance specified as such in clause 28 (*Events of Default*).

Existing Facility means the facility agreement dated 22 June 2015 made between, inter alia, the Borrower, the Parent and DNB Bank ASA.

Facility Office means the office notified by the Lender to the Borrower in writing on or before the date of this Agreement (or, following that date, by not less than five (5) Business Days' written notice) as the office through which it will perform its obligations under this Agreement.

Facility Period means the period from and including the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents has been fully paid and discharged.

Facilities means the Term Loan Facility and the Revolving Credit Facility made available under this Agreement as described in clause 2 (*The Facilities*) and **Facility** means either of them.

Fair Market Value means, in respect of any Ship, the average of the valuations, determined in accordance with clause 25 (*Minimum security value*) or, for the purposes of clause 5.7, as required under clause 4 (*Conditions of Utilisation*).

FATCA means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

FATCA Deduction means a deduction or withholding from a payment under a Finance Document required by FATCA.

FATCA Exempt Party means a Party that is entitled to receive payments free from any FATCA Deduction.

Final Repayment Date means subject to clauses 34.5 and 34.6 (*Business Days*), the 19th Quarter Date after the First Repayment Date.

Finance Documents means this Agreement, the Security Documents, the Hedging Contracts, any Hedging Master Agreement and any other document designated as such by the Lender and the Borrower.

Financial Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which are classified as borrowings or debt under GAAP;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);

(g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Final Repayment Date or are otherwise classified as borrowings under GAAP;

(i) any amount of any liability under an advance or deferred purchase agreement if (a) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (b) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;

(j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back, sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under GAAP; and

(k) without double counting, the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (j) above.

First Repayment Date means, subject to clauses 34.5 and 34.6 (*Business Days)*, in relation to the Term Loan Facility, the first Quarter Date after the first Utilisation Date, or if there is less than forty five (45) days between the first Utilisation Date and the first Quarter Date, the next Quarter Date thereafter.

Flag State means, in relation to a Ship, the country specified in respect of such Ship in Schedule 2 (*Ship information*), being an Approved Flag State, or such other state or territory as may be approved by the Lender or as permitted by the terms of clause 22.3 (*Ship's name and registration*), at the request of the relevant Owner, as being the "**Flag State**" of such Ship for the purposes of the Finance Documents.

Funding Rate means any individual rate notified by the Lender to the Borrower pursuant to clause 10.3(a)(ii) (*Cost of funds*).

GAAP means International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to the relevant financial statements.

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant.

Group means the Parent and its Subsidiaries (including the Borrower and the relevant Owner) and, for the purposes of clauses 19.3 to 19.5 (*Financial statements*) and clause 20 (*Financial covenants*), any other entity required to be treated as a subsidiary in its consolidated accounts in accordance with GAAP and/or any applicable law.

Group Member means any Obligor and any other entity which is part of the Group.

Hazardous Materials means any material or substance which is liable to create hazards to human health and/or the environment.

Hedging Contract means any Hedging Transaction in connection with the Facilities between the Borrower and the Hedging Provider pursuant to any Hedging Master Agreement and includes the Hedging Master Agreement and any Confirmations from time to time exchanged under it and governed by its terms relating to that Hedging Transaction and any contract in relation to such a Hedging Transaction constituted and/or evidenced by them and **Hedging Contracts** means all of them.

Hedging Master Agreements means the agreements made or (as the context may require) to be made between the Borrower and the Hedging Provider comprising a 2002 ISDA Master Agreement and Schedule thereto in the agreed form and **Hedging Master Agreement** means any of them.

Hedging Transaction has, in relation to any Hedging Master Agreement, the meaning given to the term "**Transaction**" in that Hedging Master Agreement.

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

Hong Kong Convention means The Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 2009.

Increased Costs has the meaning given to it in clause 13.2 (*Increased costs*).

Indemnified Person means:

(a) the Lender and each Receiver and any attorney, agent or other person appointed by them under the Finance Documents;

(b) each Affiliate of those persons; and

(c) any officers, directors, employees, advisers, representatives or agents of any of the above persons.

Insurance Notice means, in relation to a Ship, a notice of assignment in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Insurance Undertakings means, in relation to a Ship, any undertaking to be provided by an approved person in favour of the Lender in the agreed form in respect of such person's interest in the Ship's Insurances, as required in accordance with clause 24.4 (*Placing of cover*).

Insurances means, in relation to a Ship:

(a) all policies and contracts of insurance; and

(b) all entries in a protection and indemnity or war risks or other mutual insurance association or other approved war risks insurers,

in the name of the relevant Owner or the joint names of the relevant Owner and any other person in respect of or in connection with such Ship and/or the relevant Owner's Earnings from the Ship and includes all benefits thereof (including the right to receive claims and to return of premiums).

Interbank Market means the London interbank market.

Interest Period means, in relation to a Loan, each period determined in accordance with clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with clauses 8.3 to 8.5 (*Default interest*).

Interpolated Screen Rate means, in relation to LIBOR for any Loan or any part of it or any Unpaid Sum, the rate (rounded upwards to four decimal places) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the relevant Interest Period of that Loan (or the relevant part of it) or the relevant Unpaid Sum; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the relevant Interest Period for that Loan (or the relevant part of it) of the relevant Unpaid Sum,

each as of 11:00 a.m. (London time) on the Quotation Day.

Last Availability Date means:

(a) in relation to the Term Loan Facility, 11 February 2022; and

(b) in relation to the Revolving Credit Facility, the 6th Quarter Date after the First Repayment Date.

Legal Opinion means any legal opinion delivered to the Lender under clause 4 (*Conditions of Utilisation*).

Legal Reservations means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any Relevant Jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to matters of law of general application in the Legal Opinions.

Lender means:

(a) the entity listed in Schedule 1 (*The original parties*); and

(b) any lender which has become a Party as the Lender in accordance with clause 29 (*Changes to the Lender*),

which in each case has not ceased to be the Lender in accordance with the terms of this Agreement.

LIBOR means, in relation to any Loan or any Unpaid Sum:

(a) the applicable Screen Rate as of 11:00 am London time on the Quotation Day for the currency of that Loan and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to clause 10.1 (*Unavailability of Screen Rate*),

and if, in either case, that rate is less than zero, LIBOR shall be deemed to be zero.

Loan Period means the period from the date of this Agreement to and including the date on which the Total Commitments have reduced to zero and all indebtedness of the Obligors under the Finance Documents (excluding the Hedging Contracts) has been fully paid and discharged.

Loans mean the Term Loan and each Revolving Credit Facility Loan and **Loan** means any of them.

London Business Days means a day or days (other than a Saturday or Sunday) on which banks are open for general business in London.

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions.

Loss Payable Clauses means, in relation to a Ship, the provisions concerning payment of claims under the Ship's Insurances in the form scheduled to the Ship's Deed of Covenant or in another approved form.

Major Casualty means, in relation to a Ship, any casualty to that Ship in relation to which the claim or the aggregate claims against insurers, before adjustment for any recovery against a third party or any deductible, exceeds or may exceed the Major Casualty Amount.

Major Casualty Amount means, in relation to each Ship or any 'Substitute Ship' for a Ship in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*) three million five hundred thousand dollars ($3,500,000) (or the equivalent in any other currency).

Manager's Undertaking means, in relation to a Ship, an undertaking by any manager of the Ship to the Lender in the agreed form pursuant to clause 22.6 (*Manager*).

Margin means (a) in respect of the Term Loan Facility, 1.60% per annum and (ii) in respect of the Revolving Credit Facility, 2.60% per annum.

Material Adverse Effect means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) of the Group taken as a whole; or

(b) the ability of an Obligor to perform its payment or other material obligations under the Finance Documents; or

(c) the legality, validity or enforceability of, or the effectiveness or ranking of any Security Interest granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.

Minimum Value means, at any time, the amount in dollars which is at that time equal to (i) from the date of this Agreement until the Revolving Credit Facility Maturity Date, one hundred and ten per cent (110%) and (ii) thereafter, one hundred and twenty five per cent (125%) of X where X equals:

(a) the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility minus:

(b) the amount of the mandatory prepayment applied or to be applied under clauses 7.10 to 7.11 (*Total Loss*) as a result of any Mortgaged Ship which has become a Total Loss but whose Disposal Repayment Date (Total Loss) has not then occurred; and

(c) in the context of clause 25.12 (*Security shortfall*) only, the amount of any cash security then provided and accepted under clause 25.12 (*Security shortfall*).

Minimum Value Relating to Sale is as defined in clause 7.9 (*Sale*).

Mortgage means, in relation to a Ship or a Substitute Ship, a first mortgage of such Ship or Substitute Ship in the agreed form by the relevant Owner in favour of the Lender.

Mortgage Period means, in relation to a Mortgaged Ship, the period from the date the Mortgage over that Ship or Substitute Ship is executed and registered until the date such Mortgage is released and discharged or, if earlier, its Total Loss Date.

Mortgaged Ship means, at any relevant time, any Ship or Substitute Ship which is subject to a Mortgage and/or whose Earnings, Insurances and Requisition Compensation are subject to a Security Interest under the Finance Documents.

New Lender has the meaning given to that term in clause 29 (*Changes to the Lender*).

Non-obligor Security Documents means:

(a) any Manager's Undertaking in relation to a Ship if required under clause 22.6 (*Manager*); and

(b) if applicable, any Insurance Undertaking in relation to a Ship if required under clause 24.4 (*Placing of cover*).

Obligors means the Borrower, the Parent and each Owner (and any other person specified as an 'Obligor' in any Finance Document) and **Obligor** means any one of them.

Original Financial Statements means:

(a) the audited consolidated financial statements of the Parent for its financial year ended 2020; and

(b) the audited consolidated financial statements of the Borrower for its financial year ended 2020.

Original Jurisdiction means, in relation to an Obligor, the jurisdiction under whose laws that Obligor is incorporated as at the date of this Agreement or, in the case of any other Obligor, as at the date on which that Obligor becomes an Obligor.

Original Security Documents means:

(a) the Shipowner Guarantees from the relevant Owner;

(b) the Mortgages over each of the Ships; and

(c) the Deeds of Covenant over each of the Ships.

Owner means, as at the date of this Agreement, BW Clearwater Pte. Ltd. a private limited company incorporated in Singapore with UEN no. 201412450K and registered office at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438 or any Substitute Owner.

Parent means the company described as such in Schedule 1 (*The original parties*).

Party means a party to this Agreement.

Payment Disruption Event means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facilities (or otherwise in order for the transactions contemplated by the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements) to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems- related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements); or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents (other than the Hedging Contracts and the Hedging Master Agreements),

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

Permitted Maritime Liens means, in relation to any Mortgaged Ship:

(a) any ship repairer's or outfitter's possessory lien in respect of the Ship permitted under clause 23.17 (Repairer's Lien);

(b) any lien on the Ship for master's, officer's or crew's wages and master's disbursements outstanding in the ordinary course of its trading; and

(c) any lien on the Ship for salvage,

provided that in the case of the liens referred to above, such liens secure obligations which are not more than sixty (60) days overdue (unless the overdue amount is being contested (or, in the case of salvage, negotiated) in good faith by appropriate steps and, for the payment of which, adequate reserves have been made) and so long as the existence of any such proceedings or the continued existence of any such lien does not involve any likelihood of the sale, forfeiture or loss of, or any interest in, any Mortgaged Ship.

Permitted Security Interests means, in relation to any Charged Property, any Security Interest over it which is:

(a) granted by the Finance Documents; or

(b) a Permitted Maritime Lien;

(c) in respect of any Ship prior to the commencement of the Mortgage Period for that Ship, any Security Interest granted in connection with the Existing Facility by the Owner or any other person over that Ship or its Earnings, Insurances, charters or Requisition Compensation; or

(d) is approved.

Pollutant means and includes crude oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

Pool Agreement means a pooling arrangement pursuant to a pool management agreement or similar agreement.

Poseidon Principles means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

Quarter Date means, subject to clauses 34.5 and 34.6 (*Business Days)*, each of 31 March, 30 June, 30 September and 31 December of each calendar year.

Quotation Day means (a) in relation to any period for which an interest rate is to be determined, two (2) London Business Days before the first day of that period unless market practice differs in the Interbank Market for a currency, in which case the Quotation Day for that currency shall be determined by the Lender in accordance with market practice in the Interbank Market (and if quotations would normally be given by leading banks in the Interbank Market on more than one day, the Quotation Day will be the last of those days) and (b) in relation to any Interest Period the duration of which is selected by the Lender pursuant to clause 8.3 (*Default interest*), such date as may be determined by the Lender (acting reasonably).

Receiver means a receiver or a receiver and manager or an administrative receiver appointed in relation to the whole or any part of any Charged Property under any relevant Security Document.

Registry means, in relation to each Ship, such registrar, commissioner or representative of the relevant Flag State who is duly authorised and empowered to register the relevant Ship, the relevant Owner's title to such Ship and the relevant Mortgage under the laws of its Flag State.

Relevant Jurisdiction means, in relation to an Obligor:

(a) its Original Jurisdiction;

(b) any jurisdiction where any Charged Property owned by it is situated;

(c) any jurisdiction where it conducts its business; and

(d) any jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Relevant Period has the meaning given to that term in clause 20.2 (*Financial definitions*).

Relevant Person means the Obligors and each of its Subsidiaries and each of their respective directors and officers, employees, agents and representatives.

Repayment Date means, subject to clauses 34.5 and 34.6 (*Business Days*):

(a) the First Repayment Date;

(b) each of the Quarter Dates after the First Repayment Date up to but not including the Final Repayment Date; and

(c) the Final Repayment Date.

Repeating Representations means each of the representations and warranties set out in clauses 18.2 to 18.3, 18.5 to 18.7, 18.10 to 18.18, 18.23, 18.25, 18.26, 18.29 to 18.33, 18.36 to 18.37, 18.40, 18.42(a) and 18.42(b) and 18.44.

Representative means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

Requisition Compensation means, in relation to a Ship, any compensation paid or payable by a government entity for the requisition for title, confiscation or compulsory acquisition of such Ship.

Resolution Authority means any body which has authority to exercise any Write-down and Conversion Powers.

Restricted Party means a person that is:

(a) listed on any Sanctions List (whether designated by name or by reason of being included in a class of person); or

(b) located in or incorporated under the laws of any country or territory that is, or whose government is, the target of comprehensive, country- or territory-wide Sanctions; or

(c) 50% or more owned, or otherwise controlled, by a person or persons referred to in (a) and/or (b) above,

in each case, only to the extent that the Lender would be prohibited or restricted by Sanctions from transacting or dealing with (including but not limited to being a Party) or otherwise exercising any rights in respect of, or fulfilling any duties or obligations owed to, such a person.

Revolving Credit Facility means the revolving credit facility made available by the Lender under this Agreement as described in clause 2 (*The Facilities*).

Revolving Credit Facility Commitment means the amount set out under the Lender's name under the heading "Revolving Credit Facility Commitment" in Schedule 1 (*The original parties*) to the extent not cancelled, reduced or transferred by it under this Agreement.

Revolving Credit Facility Loan means a loan made or to be made under the Revolving Credit Facility or the principal amount outstanding for the time being of that loan.

Revolving Credit Facility Maturity Date means the 7th Quarter Date after the First Repayment Date.

Rollover Loan means a Revolving Credit Facility Loan:

(a) made or to be made on the same day that a maturing Revolving Credit Facility Loan is due to be repaid;

(b) the aggregate amount of which is equal to or less than the maturing Revolving Credit Facility Loan; and

(c) made or to be made for the purpose of refinancing the maturing Revolving Credit Facility Loan.

Sanctions means any applicable (to Obligors and/or any Relevant Person and/or the Lender as the context provides) trade, economic or financial sanctions or embargoes or other similar measures enacted, administered or enforced by a Sanctions Authority from time to time.

Sanctions Authority means the United Nations, the European Union, the United States of America, Sweden, the United Kingdom, the Republic of Singapore, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and Her Majesty's Treasury, the Monetary Authority of Singapore and any authority acting on behalf of any of them in connection with Sanctions.

Sanctions List means any list of persons or entities published in connection with Sanctions by or on behalf of any Sanctions Authority or any public announcement of a Sanctions designation made by any Sanctions Authority, in each case as the same may be amended, supplemented or substituted from time to time.

Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Lender may specify another page or service displaying the relevant rate after consultation with the Borrower.

Secured Obligations means:

(a) all indebtedness and obligations at any time of any Obligor to the Lender under, or related to, the Finance Documents; and

(b) all other indebtedness and obligations at any time due, owing or incurred by each Obligor to the Lender under the Finance Documents.

Security Documents means:

(a) the Original Security Documents; and

(b) any other document as may be executed to guarantee and/or secure any amounts owing to the Lender under this Agreement or any other Finance Document (and, for the avoidance of doubt, not to include any Non-obligor Security Document).

Security Interest means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest of any kind securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Value means, at any time, the amount in dollars which, at that time, is the aggregate of
(a) the aggregate of the Fair Market Values (or, if less in relation to an individual Ship, the maximum amount capable of being secured by the Mortgage of the relevant Ship) of all of the Mortgaged Ships which have not then become a Total Loss and (b) the value of any additional security then held by the Lender provided under clause 25 (*Minimum security value*) excluding any cash security which is provided and accepted under clause 25.12 (*Security shortfall*) and counted to reduce the Minimum Value, in each case as most recently determined in accordance with this Agreement.

Ship Recycling Regulations means the Ship Recycling Regulation adopted by the EU Parliament and the Council of the European Union on 20 November 2013.

Ship Representations means the representations and warranties set out in clause 18.41 (*Ship status*).

Shipowner Guarantee means, in relation to a Ship, a limited recourse guarantee by the relevant Owner in favour of the Lender in the agreed form.

Ships means each of the ships described in Schedule 2 (*Ship information*) and **Ship** means any of them.

Spill means any actual or threatened spill, release or discharge of a Pollutant into the environment.

Statement of Compliance means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

Subsidiary of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than fifty per cent (50%).

Substitute Owner means any registered owner of a Substitute Ship pursuant to clause 25.15 (*Substitution of a Mortgaged Ship*).

Substitute Ship is defined in clause 25.15 (*Substitution of a Mortgaged Ship*).

Suspended Undrawn Revolving Credit Facility means, at any relevant time, the aggregate amount of the undrawn Revolving Credit Facility Commitments which are subject to a suspension pursuant to the terms of this Agreement.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Term Loan means the loan made or to be made under the Term Loan Facility or the principal amount outstanding for the time being of that loan.

Term Loan Facility means the term loan facility made available by the Lender under this Agreement as described in clause 2 (*The Facilities*).

Term Loan Facility Commitment means the amount set opposite the Lender's name under the heading "Term Loan Facility Commitment" in Schedule 1 (*The original parties*) to the extent not cancelled, reduced or transferred by it under this Agreement.

Total Commitments means the aggregate of the Total Term Loan Facility Commitments and the Total Revolving Credit Facility Commitments, being eighty four million four hundred thousand dollars ($84,400,000) as at the date of this Agreement.

Total Loss means, in relation to a Ship, its:

(a) actual, constructive, compromised or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a government entity (together a **Compulsory Acquisition**) (excluding a requisition for hire at market rates for a fixed period of 1 year without any right to an extension) unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is redelivered within one hundred and eighty (180) days to the full control of the relevant Owner or operator.

Total Loss Date means, in relation to the Total Loss of a Ship:

(a) in the case of an actual total loss, the date it happened or, if such date is not known, the date on which the vessel was last reported;

(b) in the case of a constructive total loss and where the Ship's Insurances are subject to English law, the date notice of abandonment of the Ship is given to its insurers or, if the insurers do not admit such a claim, the date later determined by a competent court of law to have been the date on which the total loss happened;

(c) in the case of a compromised, agreed or arranged total loss, the date upon which a binding agreement as to such total loss has been entered into by the Ship's insurers;

(d) in the case of a requisition for title, confiscation or compulsory acquisition, the date one hundred and eighty (180) days after the date upon which it happened; and

(e) in the case of hijacking, theft, condemnation, capture, seizure, arrest or detention, the date one hundred and eighty (180) days after the date upon which it happened.

Total Loss Repayment Date means, where a Mortgaged Ship has become a Total Loss after the first Utilisation Date, the earlier of:

(a) the date ninety (90) days after its Total Loss Date; and

(b) the date upon which insurance proceeds or Requisition Compensation for such Total Loss are paid by insurers or the relevant government entity.

Total Revolving Credit Facility Commitments means, at any relevant time, the aggregate of the Revolving Credit Facility Commitments, being fifteen million eight hundred and twenty five thousand dollars ($15,825,000) at the date of this Agreement.

Total Term Loan Facility Commitments means, at any relevant time, the aggregate of the Term Loan Facility Commitments, being sixty eight million five hundred and seventy five thousand dollars ($68,575,000) as at the date of this Agreement.

Treasury Transaction means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

UK Bail-In Legislation means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

US Tax Obligor means:

(a) an Obligor which is resident for tax purposes in the United States of America; or

(b) an Obligor some or all of whose payments under the Finance Documents are from sources within the United States of America for United States of America federal income tax purposes.

Utilisation means the making of a Loan.

Utilisation Date means the date on which a Utilisation is made.

Utilisation Request means a notice substantially in the form set out in Schedule 4 (*Utilisation Request*).

VAT means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112);

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere; and

(c) any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

Vessel's Portion (Sale) is as defined in clause 7.9 (*Sale*).

Vessel's Portion (Total Loss) is as defined in clause 7.11 (*Total Loss*).

Write-down and Conversion Powers means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

(c) in relation to the UK Bail-In Legislation any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail- In Legislation that are related to or ancillary to any of those powers.

Construction

1.2 Unless a contrary indication appears, any reference in any of the Finance Documents to:

(a) Sections, clauses and Schedules are to be construed as references to the Sections and clauses of, and the Schedules to, the relevant Finance Document and references to a Finance Document include its Schedules;

(b) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as it may from time to time be amended, restated, novated or replaced, however fundamentally;

(c) words importing the plural shall include the singular and vice versa;

(d) a time of day are to Singapore time;

(e) the knowledge, awareness and/or beliefs (and similar expressions) of any Obligor shall be construed so as to mean the knowledge, awareness and beliefs of the directors and officers of such Obligor, having made due and careful enquiry;

(f) **agreed form** means:

(i) where a Finance Document has already been executed by all of the relevant parties, such Finance Document in its executed form;

(ii) prior to the execution of a Finance Document, the form of such Finance Document separately agreed in writing between the Lender and the Borrower as the form in which that Finance Document is to be executed or another form approved at the request of the Borrower or, if not so agreed or approved, is in the form specified by the Lender;

(g) **approved** means approved in writing by the Lender (on such conditions as the Lender may impose) and **approval** and **approve** shall be construed accordingly;

(h) **assets** includes present and future properties, revenues and rights of every description;

(i) an **authorisation** means any authorisation, consent, concession, approval, resolution**,** licence, exemption, filing, notarisation or registration;

(j) **charter commitment** means, in relation to a vessel, any charter or contract for the use, employment or operation of that vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income derived from any such charter or contract;

(k) **control** of an entity means:

(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of that entity; or

(B) appoint or remove all, or the majority, of the directors or other equivalent officers of that entity; or

(ii) give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply; and/or

(iii) the holding beneficially of more than 50 per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital) (and, for this purpose, any Security Interest over share capital shall be disregarded in determining the beneficial ownership of such share capital);

and **controlled** shall be construed accordingly;

(l) the term **disposal** or **dispose** means a sale, transfer or other disposal (including by way of lease or loan but not including by way of loan of money) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time, but not the creation of a Security Interest;

(m) **$, USD** and **dollars** denote the lawful currency of the United States of America;

(n) the **equivalent** of an amount specified in a particular currency (the **specified currency amount**) shall be construed as a reference to the amount of the other relevant currency which can be purchased with the specified currency amount in the Singapore foreign exchange market at or about 11 a.m. on the date the calculation falls to be made for spot delivery, as conclusively determined by the Lender (with the relevant exchange rate of any such purchase being the **Lender's spot rate of exchange**);

(o) a **government entity** means any government, state or agency of a state;

(p) a **guarantee** (other than in clause 17 (*Guarantee and indemnity*) or any Shipowner Guarantee) means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

(q) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) **month** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:

(i) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that month (if there is one) or on the immediately preceding Business Day (if there is not); and

(ii) if there is no numerically corresponding day in that month, that period shall end on the last Business Day in that month

and the above rules in clauses 1.2(r)(i) to 1.2(r)(ii) will only apply to the last month of any period;

(s) an **obligation** means any duty, obligation or liability of any kind;

(t) something being in the **ordinary course of business** of a person means something that is in the ordinary course of that person's current day-to-day operational business (and not merely anything which that person is entitled to do under its Constitutional Documents);

(u) **pay** or **repay** in clause 27 (*Business restrictions*) includes by way of set-off, combination of accounts or otherwise;

(v) a **person** includes any individual, firm, company, corporation, government entity or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

(w) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and includes (without limitation) any Basel II Regulation or Basel III Regulation;

(x) **right** means any right, privilege, power or remedy, any proprietary interest in any asset and any other interest or remedy of any kind, whether actual or contingent, present or future, arising under contract or law, or in equity;

(y) **trustee**, **fiduciary** and **fiduciary duty** has in each case the meaning given to such term under applicable law;

(z) (i) the **liquidation**, **winding up**, **dissolution**, or **administration** of person or (ii) a **receiver** or **administrative receiver** or **administrator** in the context of insolvency proceedings or security enforcement actions in respect of a person shall be construed so as to include any equivalent or analogous proceedings or any equivalent and analogous person or appointee (respectively) under the law of the jurisdiction in which such person is established or incorporated or any jurisdiction in which such person carries on business including (in respect of proceedings) the seeking or occurrences of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

(aa) an entity is a "**wholly-owned Subsidiary**" of another entity if it has no members except that other and that other's wholly-owned Subsidiaries or persons acting on behalf of that other or its wholly-owned Subsidiaries;

(bb) a provision of law is a reference to that provision as amended or re-enacted; and

(cc) a person includes its successors in title, permitted assignees or transferees.

1.3 Where in this Agreement a provision includes a monetary reference level in one currency, unless a contrary indication appears, such reference level is intended to apply equally to its equivalent in other currencies as of the relevant time for the purposes of applying such reference level to any other currencies.

1.4 Section, clause and Schedule headings are for ease of reference only.

1.5 Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

1.6 A Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been remedied (prior to the Lender taking any action under clause 28.42(a) to 28.42(c) (*Acceleration*)) or waived.

1.7 Unless a contrary indication appears, in the event of any inconsistency between the terms of this Agreement and the terms of any other Finance Document when dealing with the same or similar subject matter, the terms of this Agreement shall prevail.

Third party rights

1.8 Unless expressly provided to the contrary in a Finance Document for the benefit of the Lender or another Indemnified Person, a person who is not a party to a Finance Document has no right under the Contracts (Rights of Third Parties) Act 1999 (the Third Parties Act) to enforce or enjoy the benefit of any term of the relevant Finance Document.

1.9 Any Finance Document may be rescinded or varied by the parties to it without the consent of any person who is not a party to it (unless otherwise provided by this Agreement).

1.10 An Indemnified Person who is not a party to a Finance Document may only enforce its rights under that Finance Document through the Lender and if and to the extent and in such manner as the Lender may determine.

Finance Documents

1.11 Where any other Finance Document provides that this clause 1.11 shall apply to that Finance Document, any other provision of this Agreement which, by its terms, purports to apply to all or any of the Finance Documents and/or any Obligor shall apply to that Finance Document as if set out in it but with all necessary changes.

Conflict of documents

1.12 The terms of the Finance Documents (other than as relates to the creation and/or perfection of security) are subject to the terms of this Agreement and, in the event of any conflict between any provision of this Agreement and any provision of any Finance Document (other than in relation to the creation and/or perfection of security) the provisions of this Agreement shall prevail.

2 The Facilities

The Facilities

2.1 Subject to the terms of this Agreement:

(a) the Lender makes available to the Borrower a USD term loan facility in an aggregate amount equal to the Total Term Loan Facility Commitments from time to time; and

(b) the Lender makes available to the Borrower a USD revolving credit facility in an aggregate amount equal to the Total Revolving Credit Facility Commitments from time to time.

3 Purpose

Purpose

3.1 The Borrower shall apply all amounts borrowed under the Facilities in accordance with this clause 3.

Term Loan Facility

3.2 The Term Loan Facility shall be made available solely for the purpose of assisting the Borrower to refinance the acquisition cost of the Ships.

Revolving Credit Facility

3.3 The Revolving Credit Facility may be used to refinance the acquisition cost of the Ships (including, without limitation, to repay Revolving Credit Facility Loans) under this Agreement.

Monitoring

3.4 The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4 Conditions of Utilisation

Initial conditions precedent to signing

4.1 On or prior to the date of this Agreement, the Borrower shall provide to the Lender all of the documents and other evidence listed in Part 1 of Schedule 3 (*Conditions precedent to signing*) in form and substance satisfactory to the Lender.

Conditions precedent to the delivery of the first Utilisation Request

4.2 The Borrower may not deliver the first Utilisation Request until the Lender has received all of the documents and evidence listed in Part 2 of Schedule 3 (*Conditions precedent to the delivery of a Utilisation Request*) in form and substance satisfactory to the Lender.

Ship and security conditions precedent

4.3 The first Utilisation shall only become available for borrowing under this Agreement if the Lender has received all of the documents and evidence listed in Parts 1, 2 and 3 of Schedule 3in relation to each Ship and the relevant Owner in form and substance satisfactory to the Lender.

Conditions subsequent

4.4 The Lender shall receive within the period set out therein, the documents and evidence specified in Part 4 of Schedule 3 (*Conditions subsequent*) in form and substance satisfactory to the Lender, provided that in the case of the legal opinions set out in Part 4 of Schedule 3 (*Conditions subsequent*) and the issued opinion from insurance consultants set out in Part 4 of Schedule 3 (*Conditions subsequent*), the Lender acknowledges that delivery of such opinions is not within the direct control of the Borrower and, subject always to the Obligors using all reasonable efforts to assist the Lender to procure the delivery of the same by the deadline date specified therefor, the Lender shall, extend such deadline date if required to avoid any Event of Default.

Notice of satisfaction of conditions

4.5 The Lender shall notify the Borrower promptly after receipt by it of the documents and evidence referred to in this clause 4 in form and substance satisfactory to it. The Lender shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

Further conditions precedent

4.6 The Lender will only be obliged to comply with clauses 5.11 (*Lender's obligation to lend*) if, on the date of the Utilisation Request (except in relation to a Rollover Loan) and on the proposed Utilisation Date:

(a) in the case of a Rollover Loan, no Event of Default is continuing or would result from the proposed utilisation of the relevant Revolving Credit Facility Loan;

(b) in the case of any other Utilisation, no Default is continuing or would result from the proposed Utilisation;

(c) in all such cases, all of the Repeating Representations are true in all material respects; and

(d) in the case of the first Utilisation, all of the other representations set out in clause 18 (*Representations*) are true in all material respects.

Maximum number of Revolving Credit Facility Loans

4.7 The Borrower may not deliver a Utilisation Request in the case of the Revolving Credit Facility if, as a result of the proposed Utilisation, more than ten (10) Revolving Credit Facility Loans would be outstanding.

Waiver of conditions precedent

4.8 The conditions in this clause 4 are inserted solely for the benefit of the Lender and may be waived by it in whole or in part and with or without conditions.

5 Utilisation

Delivery of a Utilisation Request

5.1 The Borrower may utilise the Term Loan Facility or the Revolving Credit Facility (other than in respect of any Rollover Loan utilised pursuant to clauses 5.12 to 5.13 below) by delivery to the Lender of a duly completed Utilisation Request (in the form set out in Schedule 4 of this Agreement) not later than three (3) Business Days before the proposed Utilisation Date or such shorter period as the Lender may agree.

Completion of a Utilisation Request

5.2 A Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(a) the proposed Utilisation Date is a Business Day falling on or before the applicable Last Availability Date;

(b) the currency and amount of the Utilisation comply with clauses 5.6 to 5.10 (*Currency and amount*);

(c) the proposed Interest Period complies with clause 9 (*Interest Periods*); and

(d) it identifies the purpose for the Utilisation and the Loan to which it relates and that purpose complies with clause 3 (*Purpose*).

5.3 The Term Loan Facility may only be borrowed in a single Utilisation.

5.4 In relation to the Revolving Credit Facility, only one Revolving Credit Facility Loan may be requested in each Utilisation Request.

5.5 The initial Utilisation under the Revolving Credit Facility may occur from the date of the Utilisation under the Term Loan Facility.

Currency and amount

5.6 The currency specified in a Utilisation Request must be dollars.

5.7 The aggregate amount of the Term Loan to be advanced on the first Utilisation Date shall not exceed the lesser of (i) the Total Term Loan Facility Commitment as at the date of this Agreement and (ii) the amount in dollars which is equal to 65% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under part 2 of Schedule 3 as a condition precedent to the first Utilisation Date) (excluding any Ship that has become a Total Loss). If the Total Term Loan Facility Commitments are not available to be drawn as a result of this clause, the Total Term Loan Facility Commitment shall be reduced and cancelled pro rata and the repayment instalments for the Term Loan shall be reduced pro rata.

5.8 The aggregate amount of (a) the Revolving Credit Facility Loan(s) to be advanced and (b) any undrawn part of the Revolving Credit Facility immediately following the first Utilisation Date, shall not exceed the lesser of (i) the Total Revolving Credit Facility Commitments as at the date of this Agreement and (ii) when added to the Total Term Loan to be actually advanced on the first Utilisation Date, the amount in dollars which is equal to 80% of the aggregate Fair Market Value of the Mortgaged Ships (as determined from the valuations of the Ships delivered under part 2 of Schedule 3 as a condition precedent to the first Utilisation Date) (excluding any Ship that has become a Total Loss). If the Total Revolving Credit Facility Commitments are not available to be drawn as a result of this clause, that part of the Total Revolving Credit Facility Commitments which are not available to be drawn shall be reduced and cancelled on the first Utilisation Date.

5.9 The aggregate amount of the Revolving Credit Facility Loans at any time shall not exceed the uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

5.10 The Loans shall be used for the purpose specified in clause 3 (*Purpose*).

Lender's obligation to lend

5.11 If the conditions set out in this Agreement have been met, the Lender shall make each Loan available by the Utilisation Date through its Facility Office.

Rollover Loans

5.12 On the last day of the Interest Period for a maturing Revolving Credit Facility Loan which falls on or before the Last Availability Date for the Revolving Credit Facility (a **Rollover Date**) (on which date such Revolving Credit Facility Loan is due to be repaid), the Lender shall, unless (a) not less than three (3) Business Days before such Rollover Date the Borrower notifies the Lender that no Rollover Loan should be advanced for the relevant Revolving Credit Facility Loan or (b) an Event of Default has occurred and is continuing at such time, be deemed to advance to the Borrower a Rollover Loan in an aggregate amount of which is equal to (or less than, if the Borrower notifies the Lender of the same pursuant to clause 6.7 (Repayment – Revolving Credit Facility)), the maturing Revolving Credit Facility Loan or, if less, the balance of the available and undrawn Total Revolving Credit Facility Commitments.

5.13 Such Rollover Loan shall be made solely for the purpose of refinancing the maturing Revolving Credit Facility Loan on the last day of its Interest Period.

5.14 For the avoidance of doubt, no Utilisation Request needs to be given by the Borrower in relation to the utilisation of a Rollover Loan made and applied pursuant to clauses 5.12 and 5.13.

Section 4 - Repayment, Prepayment and Cancellation

6 Repayment

Repayment – Term Loan Facility

6.1 The Borrower shall on each Repayment Date repay such part of the Term Loan as is required to be repaid on that Repayment Date by clause 6.2 (*Scheduled repayment of Term Loan Facility*).

Scheduled repayment of Term Loan Facility

6.2 To the extent not previously reduced in accordance with the terms of this Agreement, the Term Loan shall be repaid by instalments on each Repayment Date, with each such instalment being for such amount as is set out in Schedule 6 (*Repayment Schedule*), as may be revised by, clause 5.7 (*Currency and amount*) and clause 6.5 (*Adjustment of scheduled repayments*).

6.3 On the Final Repayment Date (without prejudice to any other provision of this Agreement), the Term Loan shall be repaid in full.

6.4 On the Final Repayment Date (without prejudice to any other provision of this Agreement), any other amounts owing by the Borrower to the Lender under any of the Finance Documents (as conclusively certified by the Lender) shall be repaid in full.

Adjustment of scheduled repayments

6.5 If the Total Term Loan Facility Commitments are not fully drawn down on the first Utilisation Date, the undrawn amount shall be automatically cancelled on the first Utilisation Date and the amount of each repayment instalment to be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) shall be reduced on a *pro rata* basis by the amount so cancelled. If the Total Term Loan Facility Commitments have been partially cancelled under this Agreement and/or any part of the Term Loan is prepaid (other than under clauses 6.2 (*Scheduled repayment of Term Loan Facility*)), then the amount of each remaining instalment by which the Term Loan shall be repaid under clauses 6.2 (*Scheduled repayment of Term Loan Facility*) (as reduced by any earlier operation of this clause 6.5) shall be reduced *pro rata* to such cancellation in the Total Term Loan Facility Commitments or prepayment of the Term Loan.

Reduction – Revolving Credit Facility

6.6 The Borrower shall repay each Revolving Credit Facility Loan on the last day of its Interest Period.

6.7 On the Revolving Credit Facility Maturity Date (without prejudice to any other provisions of this Agreement), all Revolving Credit Facility Loans shall be repaid in full and any other amounts owing by the Borrower to the Lender under the Finance Documents in respect of the Revolving Credit Facility (as conclusively certified by the Lender) shall be repaid in full.

6.8 Without prejudice to the Borrower's obligations under clause 6.6 above, if a Revolving Credit Facility Loan is to be made available to the Borrower (i) on the same day that a maturing Revolving Credit Facility Loan is due to be repaid by the Borrower; and (ii) in whole or in part for the purposes of refinancing the maturing Revolving Credit Facility Loan; and the proportion borne by the Lender in the maturing Revolving Credit Facility Loan to the amount of that Revolving Credit Facility Loan immediately before the new Revolving Credit Facility Loan is made is the same as the proportion borne by the Lender in the new Revolving Credit Facility Loan to the amount of the new Revolving Credit Facility Loan, the amount of the new Revolving Credit Facility Loan shall, unless the Borrower notify the Lender to the contrary in the relevant Utilisation Request (if a Utilisation Request is to be given in respect of such Revolving Credit Facility Loan) or otherwise separately in writing (in the case of a Rollover Loan where the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the Rollover Loan), be treated as if applied in or towards repayment of the maturing Revolving Credit Facility Loan so that:

(a) if the amount of the maturing Revolving Credit Facility Loan exceeds the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will only be required to make a payment under clause 34.1 (*Payments to the Lender*) in an amount equal to that excess; and

(ii) the new Revolving Credit Facility Loan shall be treated as having been made available to and applied by the Borrower in or towards repayment of the maturing Revolving Credit Facility Loan and the Lender will not be required to make a payment under clause 34.1 (*Payments to the Lender*) in the new Revolving Credit Facility Loan; and

(b) if the amount of the maturing Revolving Credit Facility Loan is equal to or less than the amount of the new Revolving Credit Facility Loan:

(i) the Borrower will not be required to make a payment under clause 34.1 (*Payments to the Lender*); and

(ii) the Lender will be required to make a payment under clause 34.1 (*Payments to the Lender*) in respect of the new Revolving Credit Facility Loan only to the extent that the new Revolving Credit Facility Loan exceeds the maturing Revolving Credit Facility Loan and the remainder of the new Revolving Credit Facility Loan shall be treated as having been made available and applied by the Borrower in or towards repayment in the maturing Revolving Credit Facility Loan.

6.9 At close of business in Singapore (5:00pm) on the Last Availability Date in respect of the Revolving Credit Facility (without prejudice to any other provision of this Agreement including, without limitation, the right of the Borrower to utilise a Revolving Credit Facility Loan (including a Rollover Loan) on the Last Availability Date in respect of the Revolving Credit Facility), the Total Revolving Credit Facility Commitments shall be reduced to zero.

7 Illegality, prepayment and cancellation

Illegality

7.1 If, in any applicable jurisdiction, it becomes unlawful for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain the Loans or it becomes unlawful for any Affiliate of the Lender for the Lender to do so or it becomes contrary to Sanctions to do the same:

(a) upon the Lender notifying the Borrower, the Commitments will be immediately cancelled; and

(b) the Borrower shall repay each of the Loans on the last day of each Interest Period for each Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

Change of control

7.2 The Borrower shall promptly notify the Lender in writing upon any Obligor becoming aware of a Change of Control Event (a Borrower Notification) and such Borrower Notification shall set out all applicable details relating to such Change of Control Event, (if applicable) any measures to rectify and the Borrower shall provide such further information thereafter as may be requested by the Lender (acting reasonably).

7.3 If a Change of Control Event occurs and is not rectified within seven (7) days of the Borrower Notification, the Lender may by notice to the Borrower (a Lender Notice), cancel the Total Commitments with effect from a date specified in that Lender Notice which is at least thirty (30) days after the date of the Lender Notice and declare that all or part of the Loans be payable within thirty (30) days after the date of the Lender Notice PROVIDED ALWAYS that the Lender's right to serve the Lender Notice in respect to a particular Change of Control Event shall only continue for a period of one hundred and twenty (120) days from the date of the Borrower Notification in respect of that Change of Control Event.

7.4 If any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(a) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Parent held by the BW Group (either directly or via one or more intermediate holding companies); or

(b) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Parent,

the Total Commitments shall be cancelled and all amounts outstanding under the Facilities shall be due and payable within sixty (60) days of the date of the occurrence of the relevant event(s) listed in clauses 7.4(a) and/or 7.4(b) above.

Voluntary cancellation

7.5 The Borrower may, if it gives the Lender not less than five (5) Business Days' (or such shorter period as the Lender may agree) prior written notice, cancel the whole or any part (being a minimum amount of $5,000,000) of the Facilities which is undrawn at the proposed date of cancellation. No penalty shall be applied to any voluntary cancellation under this clause. The Borrower may in its discretion nominate which Facility to cancel and after such nomination, such cancellation shall, in respect of the Term Loan Facility, reduce the repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*). Upon any such cancellation the Total Commitments shall be reduced by the same amount.

Voluntary prepayment

7.6 The Borrower may, if it gives the Lender not less than five (5) Business Days' prior written notice, prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs). No penalty shall be applied to any voluntary prepayment under this clause. The Borrower may in its discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 (*Adjustment of scheduled repayments*).

Sale

7.7 On the Disposal Repayment Date (Sale) in relation to any Mortgaged Ship:

(a) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be at least the relevant Minimum Value Relating to Sale, the Borrower is not required to suspend and/or prepay any amounts under the Facility; or

(b) if the Asset Cover immediately after such sale (excluding that Mortgaged Ship) would be less than the relevant Minimum Value Relating to Sale, the Borrower shall suspend undrawn Revolving Credit Facility Commitments which are not then subject to a suspension and/or prepay any Loan outstanding so that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship). Such suspension and/or prepayment shall be applied in the following order:

(i) first, to the Revolving Credit Facility by way of suspending the necessary amount of the undrawn Revolving Credit Facility Commitments (excluding any Suspended Undrawn Revolving Credit Facility) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship);

(ii) secondly, if such suspension in accordance with clause 7.7(b)(i) is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrower shall in addition prepay the necessary amount of the Revolving Credit Facility Loans (and shall be entitled to determine which ones) so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship) and any amount of the Revolving Credit Facility Commitments which becomes undrawn as a result of such prepayment shall automatically become part of the Suspended Undrawn Revolving Credit Facility;

(iii) thirdly, if such suspension and/or prepayment in accordance with clauses 7.7(b)(i) and 7.7(b)(ii) respectively is insufficient to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship), the Borrower shall in addition prepay the necessary amount of the Term Loan so to ensure that the Asset Cover immediately after such sale (excluding that Mortgaged Ship) shall be at least equal to the Asset Cover immediately prior to such sale (including that Mortgaged Ship).

7.8 Following a Disposal Repayment Date (Sale) in relation to any Mortgaged Ship, and within 180 days of the Disposal Repayment Date (Sale) of that Mortgaged Ship, the Borrower shall ensure that either:

(a) a Substitute Ship is provided in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold, whereupon any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall, subject to clause 6.9 (*Reduction – Revolving Credit Facility*), become available in full for drawing again; or

(b) if no Substitute Ship is provided within the aforementioned 180 days in accordance with clauses 25.15 and 25.16 (*Substitution of a Mortgaged Ship*) in substitution of the Mortgaged Ship that was sold or the Borrower by notice elects not to provide a Substitute Ship, any part of the Suspended Undrawn Revolving Credit Facility suspended as a direct result of the sale of that Mortgaged Ship shall, subject to clause 6.9 (*Reduction – Revolving Credit Facility*), become available for drawing again and the Borrower shall immediately prepay and/or cancel (i) an amount equal to the Vessel's Portion (Sale) of the aggregate of the outstanding Loans and any undrawn and uncancelled Revolving Credit Facility Commitments that were not part of the Suspended Undrawn Revolving Credit Facility at the time of the Disposal Repayment Date (Sale) less any prepayment already made pursuant to clause 7.7(b)(iii) and (ii) any additional amounts necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied.

For the purposes of clause 7.8(b) the Borrower may, in its discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any such prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments.

7.9 In clauses 7.7 and 7.8 (*Sale*):

(a) "**Asset Cover**" means, at the relevant time, the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships divided by the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(b) "**Minimum Value Relating to Sale**" means (i) in relation to the period from the first Utilisation Date up to (but excluding) the date two years thereafter, at any relevant time, 125% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility; and (ii) in relation to the period two years after the first Utilisation Date up to the end of the Facility Period (both dates inclusive), at any relevant time, 165% of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

(c) "**Vessel's Portion (Sale)**" means, on the Disposal Repayment Date (Sale), the Fair Market Value (Sale) of the Mortgaged Ship that is or was subject to sale divided by the aggregate of the Fair Market Values (Sale) of all of the Mortgaged Ships.

(d) The "**Fair Market Value (Sale)**" of the Mortgaged Ships will be based on the latest valuations provided to the Lender pursuant to clause 25.2(b) (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Sale) otherwise the Fair Market Value (Sale) of the Ships will be based on new valuations to be provided pursuant to clause 25.2(c) (*Valuation frequency*).

For the avoidance of doubt, unless an Event of Default has occurred and is continuing, the consent of the Lender is not required in respect of the release and discharge of any security pursuant to clauses 7.7 and 7.8 (*Sale*) provided that upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Total Loss

7.10 On the Disposal Repayment Date (Total Loss) in relation to any Mortgaged Ship, the Borrower shall immediately prepay and/or cancel the Vessel's Portion (Total Loss) of the aggregate outstanding Loans and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility and any additional amount necessary to ensure that the provisions of clause 25.12 (*Security shortfall*) remain satisfied. The Borrower may, in its discretion, determine whether to make a prepayment of the Loans and/or cancellation of the Revolving Credit Facility Commitments and may determine which Loans to prepay. Any prepayment of any Revolving Credit Facility Loan shall result in a corresponding automatic cancellation of the Revolving Credit Facility Commitments. After such prepayment, any excess Total Loss proceeds in respect of the Mortgaged Ship subject to the Total Loss shall be freely available to the Borrower provided no Default is continuing.

7.11 In clause 7.10 (*Total* Loss):

(a) "**Vessel's Portion (Total Loss)**" means, on the Disposal Repayment Date (Total Loss), the Fair Market Value (Total Loss) of the Mortgaged Ship that is or was subject to a Total Loss divided by the aggregate of the Fair Market Values (Total Loss) of all of the Mortgaged Ships.

(b) The **Fair Market Value (Total Loss)** of the Mortgaged Ships will be based on the latest valuations provided to the Lender pursuant to clause 25.2(b) (*Valuation frequency*) if those valuations are not older than ninety (90) days at the time of the relevant Mortgaged Ship's Disposal Repayment Date (Total Loss) otherwise the Fair Market Value (Total Loss) of the Ships will be based on new valuations to be provided pursuant to clause 25.2(c) (*Valuation frequency*).

For the avoidance of doubt, the consent of the Lender is not required in respect of the release and discharge of any security pursuant to clause 7.10 (*Total Loss*) provided that upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Automatic cancellation

7.12 Any unutilised portion of the relevant Total Term Loan Facility Commitments shall be automatically cancelled at close of business in Singapore (5:00pm) on the relevant Last Availability Date.

Restrictions

7.13 Any notice of cancellation or prepayment given by any Party under this clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment and shall identify the Facility and/or Loan to which such cancellation or prepayment relates.

7.14 Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, if the prepayment is made otherwise than on the last day of the relevant Interest Period, subject to any Break Costs, without premium or penalty.

7.15 Unless a contrary indication appears in this Agreement, any part of a Revolving Credit Facility Loan which is repaid (or prepaid under 7.6 (*Voluntary prepayment*)) may be re-borrowed in accordance with the terms of this Agreement.

7.16 The Borrower may not re-borrow any part of the Term Loan Facility which is prepaid or repaid.

7.17 The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

7.18 No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.

7.19 Any Suspended Undrawn Revolving Credit Facility shall be applied pro rata to each of the Revolving Credit Facility Loans (to the extent the same is/are being suspended).

7.20 The Borrower shall only be entitled to voluntarily cancel the whole or any part of the Total Revolving Credit Facility Commitments which is then drawn if the Borrower prepays such amount of the Revolving Credit Facility Loans (as selected by the Borrower) as may be necessary to ensure that the outstanding Revolving Credit Facility Loans after the date of cancellation will not exceed the Total Revolving Credit Facility Commitments (as so reduced).

Section 5 - Costs of Utilisation

8 Interest

Calculation of interest

8.1 The rate of interest on each Loan for its Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

Payment of interest

8.2 The Borrower shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

(b) on the Term Loan,

on the last day of each Interest Period and, if the Interest Period for that Loan is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period, provided that the first interest payment date for each Loan advanced on the first Utilisation Date shall be the First Repayment Date.

Default interest

8.3 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) to the Lender on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.4 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 8.3 shall be immediately payable by the Obligor on demand by the Lender.

8.4 If any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(a) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(b) the rate of interest applying to the overdue amount during that first Interest Period shall be two per cent (2%) per annum higher than the rate which would have applied if the overdue amount had not become due.

8.5 Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

Notification of rates of interest

8.6 The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement.

8.7 The Lender shall as soon as practicable notify the Borrower of each Funding Rate to a Loan.

Modification and/or discontinuation of certain benchmarks

8.8 Without prejudice to any other provisions of this Agreement (including in particular this clause 8 (*Interest*) and clause 40.1 (*Replacement of Screen Rate*)), each Party acknowledges and agrees for the benefit of the other Parties that:

(a) interbank lending rate benchmarks for USD (i) may be subject to methodological or other changes which could affect their value, or (ii) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (EU Benchmarks Regulation)) and/or (iii) may be permanently discontinued; and

(b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transaction contemplated under this Agreement.

For the avoidance of doubt, no Material Adverse Effect shall occur as a result of the circumstances set out at clause 8.8(a) above.

9 Interest Periods

Selection of Interest Periods

9.1 The Interest Period for the Term Loan shall, subject to clauses 9.6 and 9.9 (*Interest Periods overrunning Repayment Dates*), be three (3) months.

9.2 The Interest Period for each Revolving Credit Facility Loan (other than a Rollover Loan) may be selected by the Borrower in the Utilisation Request for that Revolving Credit Facility Loan.

9.3 The Interest Period for each Rollover Loan shall be the same length as the Interest Period for the maturing Revolving Credit Facility Loan which it refinances unless, not less than three (3) Business Days before the relevant Rollover Date (as defined in clause 5.12 (*Rollover Loans*)), the Borrower notifies the Lender of a different Interest Period for such Rollover Loan, in which case the Interest Period for such Rollover Loan shall be as so notified to the Lender by the Borrower (subject to this clause 9). Notwithstanding the foregoing, any Rollover Loan refinancing a Revolving Credit Facility Loan advanced on the first Utilisation Date, shall have an Interest Period of three (3) months and any Rollover Loan refinancing a Revolving Credit Facility Loan whose Interest Period was not three (3) or six (6) months and which was not advanced on the first Utilisation Date, shall have an Interest Period of three (3) months unless the Borrower notifies the Lender of a different Interest Period for such Rollover Loan in accordance with this clause.

9.4 Subject to this clause 9, the Borrower may select an Interest Period for each Revolving Credit Facility Loan of three (3) or six (6) months (or any other period agreed between the Borrower and the Lender) save that (i) the Interest Period for any Revolving Credit Facility Loan advanced on the first Utilisation Date shall be of the same length as the first Interest Period for the Term Loan and (ii) the Interest Period for any Revolving Credit Facility Loan (not advanced on the first Utilisation Date) shall always end on a Quarter Date. Subject to this clause 9, if no selection is made for a Revolving Credit Facility Loan, the Interest Period for that Revolving Credit Facility Loan shall be three (3) months.

9.5 The first Interest Period for the Term Loan shall start on the Utilisation Date of such Loan and each subsequent Interest Period for such Loan shall start on the last day of its preceding Interest Period.

9.6 The first Interest Period for the Term Loan shall end on the Quarter Date immediately following the Utilisation Date of that Loan, unless the period commencing on such Utilisation Date and ending on such Quarter Date is less than 45 days, whereupon the first Interest Period for such Loan shall end on the second Quarter Date after that Utilisation Date. Each Interest Period applying to the Term Loan shall always end on a Quarter Date.

9.7 The Interest Period for a Revolving Credit Facility Loan shall start on the Utilisation Date of that Revolving Credit Facility Loan. Each Revolving Credit Facility Loan has one Interest Period only.

9.8 No Interest Period in respect of a Loan shall extend beyond the Final Repayment Date (in respect of the Term Loan) or the Revolving Credit Facility Maturity Date (in respect of any Revolving Credit Facility Loan).

Interest Periods overrunning Repayment Dates

9.9 No Interest Period for the Term Loan shall overrun any later Repayment Date.

Non-Business Days

9.10 If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10 Changes to the calculation of interest

10.1 **Unavailability of Screen Rate**

(a) If no Screen Rate is available for LIBOR for the Interest Period for a Loan, LIBOR shall be the Interpolated Screen Rate for a period equal in length to that Interest Period for that Loan.

(b) If no Screen Rate is available for LIBOR for:

(i) dollars; or

(ii) the relevant Interest Period and it is not possible to calculate the Interpolated Screen Rate,

there shall be no LIBOR for that Interest Period and clause 10.3 (*Cost of funds*) shall apply for that Interest Period.

10.2 **Market disruption**

If at or about noon (London time) on the next Business Day after the Quotation Day for an Interest Period the Lender notifies the Borrower that the cost of it of funding the Loan or relevant part of it from the wholesale market for dollars would be in excess of LIBOR then clause 10.3 *(Cost of funds)* shall apply to that Loan or relevant part of it for the relevant Interest Period.

10.3 **Cost of funds**

(a) If this clause 10.3 (*Cost of funds*) applies, the rate of interest for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin;

(ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event by close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten (10) Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum the cost to the Lender of funding the Loan or relevant part of it from whatever source it may reasonably select.

(b) If this clause 10.3 (*Cost of funds*) applies and the Lender or the Borrower so require, the Lender and the Borrower shall enter into negotiations (for a period of not more than thirty (30) days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to clause 10.3(b) above shall be binding on all Parties.

10.4 **Notification to the Borrower**

If clause 10.3 *(Cost of funds)* applies, the Lender shall, as soon as is practicable, notify the Borrower.

10.5 **Break Costs**

(a) The Borrower shall, within six (6) Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

(b) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue.

11 Fees

Commitment commission

11.1 The Borrower shall pay to the Lender a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Term Loan Facility on the available but undrawn and uncancelled portion of the Term Loan Facility Commitment calculated on a daily basis from the date of this Agreement.

11.2 The Borrower shall pay to the Lender a fee in dollars computed at the rate of 0.40 multiplied by the Margin applicable to the Revolving Credit Facility on the available but undrawn and uncancelled portion of the Revolving Credit Facility Commitment calculated on a daily basis from the date of this Agreement.

11.3 The Borrower shall pay the accrued commitment commission referred to in clause 11.1 on the earlier of the Last Availability Date for the Term Loan Facility and the first Utilisation Date and, if any part of the Term Loan Facility Commitment is cancelled, on the cancelled amount of the Term Loan Facility Commitment at the time the cancellation is effective.

11.4 The Borrower shall pay accrued commitment commission referred to in clause 11.2 on the first Utilisation Date, on each Quarter Date following the first Utilisation Date (except for any Quarter Date which is less than 45 days after the first Utilisation Date) and, if any part of the Lender's Revolving Credit Facility Commitment is cancelled, on the cancelled amount of the Revolving Credit Facility Commitment at the time the cancellation is effective. For the avoidance of doubt, the Borrower's obligation to pay accrued commitment commission referred to in clause 11.2 shall apply notwithstanding any Suspended Undrawn Revolving Credit Facility.

Upfront fee

11.5 The Borrower, shall on the first Utilisation Date (unless the Total Commitments are cancelled in full prior to that date (in which case such fee shall be payable on the date of cancellation)), pay to the Lender an upfront fee in the amount of 0.90% of the Total Commitments as at the date of this Agreement.

Section 6 - Additional Payment Obligations

12 Tax gross-up and indemnities

Definitions

12.1 In this Agreement:

Protected Party means the Lender or, in relation to clauses 14.5 (*Indemnity concerning security*) and clause 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 (*Indemnity concerning security*), any Indemnified Person, which is or will be subject to any liability, or required to make any payment, for or on account of Tax in relation to a sum received or receivable (or any sum deemed for the purposes of Tax to be received or receivable) under a Finance Document.

Tax Credit means a credit against, relief or remission for, or repayment of any Tax.

Tax Deduction means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a Hedging Contract or a FATCA Deduction.

Tax Payment means the increase in a payment made by an Obligor to the Lender under clause 12.5 (*Tax gross-up*) or a payment by an Obligor under clause 12.9 (*Tax indemnity*).

12.2 Unless a contrary indication appears, in this clause 12 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination.

Tax gross-up

12.3 Each Obligor shall make all payments to be made by it under any Finance Document without any Tax Deduction, unless a Tax Deduction is required by law.

12.4 The Borrower shall, promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction), notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender.

12.5 If a Tax Deduction is required by law to be made by an Obligor, the amount of the payment due from that Obligor under the relevant Finance Document shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

12.6 If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

12.7 Within thirty (30) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.8 Clauses 12.3 to 12.7 (*Tax gross-up*) above shall not apply in respect of any payments under any Hedging Contract, where the gross-up provisions of the Hedging Master Agreements itself shall apply.

Tax indemnity

12.9 The Borrower shall (within six (6) Business Days of demand by the Lender) pay to a Protected Party an amount equal to the loss, liability or cost which that Protected Party determines will be or has been (directly or indirectly) suffered for or on account of Tax by that Protected Party in respect of a Finance Document.

12.10 Clause 12.9 above shall not apply:

(a) with respect to any Tax assessed on the Lender:

(i) under the law of the jurisdiction in which the Lender is incorporated or, if different, the jurisdiction (or jurisdictions) in which the Lender is treated as resident for tax purposes; or

(ii) under the law of the jurisdiction in which the Lender's Facility Office is located in respect of amounts received or receivable in that jurisdiction,

if that Tax is imposed on or calculated by reference to the net income received or receivable (but not any sum deemed to be received or receivable) by the Lender; or

(iii) to the extent a loss, liability or cost is compensated for by an increased payment under clause 12.5 (*Tax gross-up*); or

(iv) to the extent a loss, liability or cost relates to a FATCA Deduction required to be made by a Party.

12.11 If a Protected Party makes, or intends to make a claim under clause 12.9 above, the Lender shall promptly notify the Borrower of the event which will give, or has given, rise to the claim.

Indemnities on after Tax basis

12.12 If and to the extent that any sum payable to any Protected Party by the Borrower under any Finance Document by way of indemnity or reimbursement proves to be insufficient, by reason of any Tax suffered thereon, for that Protected Party to discharge the corresponding liability to a third party, or to reimburse that Protected Party for the cost incurred by it in discharging the corresponding liability to a third party, the Borrower shall pay that Protected Party such additional sum as (after taking into account any Tax suffered by that Protected Party on such additional sum) shall be required to make up the relevant deficit.

12.13 If and to the extent that any sum (the Indemnity Sum) constituting (directly or indirectly) an indemnity to any Protected Party but paid by the Borrower to any person other than that Protected Party, shall be treated as taxable in the hands of the Protected Party, the Borrower shall pay to that Protected Party such sum (the Compensating Sum) as (after taking into account any Tax suffered by that Protected Party on the Compensating Sum) shall reimburse that Protected Party for any Tax suffered by it in respect of the Indemnity Sum.

12.14 For the purposes of clauses 12.12 to 12.13 a sum shall be deemed to be taxable in the hands of a Protected Party if it falls to be taken into account in computing the profits or gains of that Protected Party for the purposes of Tax and, if so, that Protected Party shall be deemed to have suffered Tax on the relevant sum at the rate of Tax applicable to that Protected Party's profits or gains for the period in which the payment of the relevant sum falls to be taken into account for the purposes of such Tax.

Tax Credit

12.15 If an Obligor makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable (A) to an increased payment of which that Tax Payment forms part, (B) to that Tax Payment or (C) to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) the Lender has obtained and utilised that Tax Credit, the Lender shall pay an amount to the Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

Stamp taxes

12.16 The Borrower shall pay and, within six (6) Business Days of demand, indemnify the Lender against any documented cost, loss or liability the Lender incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of any Finance Document.

Value added tax

12.17 All amounts expressed in a Finance Document to be payable by any party to the Lender which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to clause 12.18 below, if VAT is or becomes chargeable on any supply made by the Lender to any party under a Finance Document, and the Lender is required to account to the relevant tax authority for the VAT, that party must pay to the Lender (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and the Lender must promptly provide an appropriate VAT invoice to that party).

12.18 Where a Finance Document requires any party to it to reimburse or indemnify the Lender for any cost or expense, that party shall reimburse or indemnify (as the case may be) the Lender for the full amount of such cost or expense, including such part thereof as represents VAT save to the extent that the Lender reasonably determines that it is entitled to credit or repayment of in respect of such VAT from the relevant tax authority.

12.19 Any reference in clauses 12.17 to 12.20 to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term "representative member" to have the same meaning as in the Value Added Tax Act 1994).

12.20 In relation to any supply made by the Lender to any party under a Finance Document, if reasonably requested by the Lender, that party must promptly provide the Lender with details of that party's VAT registration and such other information as is reasonably requested in connection with the Lender's VAT reporting requirements in relation to such supply.

FATCA information

12.21 Subject to clause 12.23 below, each Party shall, within ten (10) Business Days of a reasonable request by another Party:

(a) confirm to that other Party whether it is:

(i) a FATCA Exempt Party; or

(ii) not a FATCA Exempt Party;

(b) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(c) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

12.22 If a Party confirms to another Party pursuant to clause 12.21(a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

12.23 Clause 12.21 above shall not oblige the Lender to do anything, and clause 12.21 shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(a) any law or regulation;

(b) any fiduciary duty; or

(c) any duty of confidentiality,

or to disclose any confidential information.

12.24 If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with clause 12.21 above (including, for the avoidance of doubt, where clause 12.23 applies), then such Party shall be treated for the purposes of the Finance Documents as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

FATCA Deduction

12.25 Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

12.26 Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction) and in any case at least three Business Days prior to making a FATCA Deduction, notify the Party to whom it is making the payment and, on or prior to the day on which it notifies that Party shall also notify the Borrower and the Lender.

Hedging

12.27 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 12 (*Tax gross-up and indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

13 Increased Costs

Increased Costs

13.1 Subject to clause 13.5 (*Exceptions*), the Borrower shall, within six (6) Business Days of a demand by the Lender, pay to the Lender the amount of any Increased Cost incurred by the Lender or any of its Affiliates which:

(a) arises as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation in either case made after the date of this Agreement; and/or

(b) is a Basel III Increased Cost.

13.2 In this Agreement **Increased Costs** means:

(a) a reduction in the rate of return from the Facilities or on the Lender's (or its Affiliate's) overall capital;

(b) an additional or increased cost; or

(c) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the Lender having entered into its Commitment or funding or performing its obligations under any Finance Document.

Increased Cost claims

13.3 If the Lender intends to make a claim pursuant to clause 13.1 (*Increased Costs*), it shall promptly notify the Borrower.

13.4 The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs and the basis of its calculation.

Exceptions

13.5 Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by an Obligor;

(b) compensated for by clause 12.9 (*Tax indemnity*) (or would have been compensated for under clause 12.9 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in clause 12.10 applied);

(c) attributable to the wilful breach by the Lender or its Affiliates of any law or regulation;

(d) attributable to a FATCA Deduction required to be made by a Party; or

(e) a Basel II Increased Cost.

13.6 In clause 13.5, a reference to a **Tax Deduction** has the same meaning given to the term in clause 12.1 (*Definitions*).

Hedging

13.7 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 13 (*Increased Costs*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

14 Other indemnities

Currency indemnity

14.1 If any sum due from an Obligor under the Finance Documents (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

(a) making or filing a claim or proof against that Obligor; and/or

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall, as an independent obligation, within six (6) Business Days of demand by the Lender, indemnify the Lender against any documented Losses arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

14.2 Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

Other indemnities

14.3 The Borrower shall (or shall procure that another Obligor will), within six (6) Business Days of demand by the Lender, indemnify the Lender against any and all documented Losses incurred by the Lender as a result of:

(a) the occurrence of any Event of Default;

(b) a failure by an Obligor to pay any amount due under a Finance Document on its due date;

(c) funding, or making arrangements to fund, a Utilisation requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone);

(d) a Loan (or part of any Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower; or

(e) any claim, action, civil penalty or fine against, any settlement, and any other kind of loss or liability, and all reasonable costs and expenses (including reasonable counsel fees and disbursements) incurred by the Lender as a result of conduct of any Obligor or any of their partners, directors, officers, employees, agents or advisors, that violates any Sanctions.

Indemnity to the Lender

14.4 The Borrower shall, within six (6) Business Days of demand by the Lender, indemnify the Lender against:

(a) any and all documented Losses incurred by the Lender (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or

(iv) any action taken by the Lender or any of its or their representatives, agents or contractors in connection with any powers conferred by any Security Document to remedy any breach of any Obligor's obligations under the Finance Documents, and

(b) any cost, loss or liability incurred by the Lender (otherwise than by reason of the Lender’s gross negligence or wilful misconduct) in acting as Lender under the Finance Documents.

Indemnity concerning security

14.5 The Borrower shall (or shall procure that another Obligor will) within six (6) Business Days of demand by the Lender indemnify each Indemnified Person against any and all documented Losses incurred by it in connection with:

(a) any failure by the Borrower to comply with clause 16 (*Costs and expenses*);

(b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

(c) the taking, holding, protection or enforcement of the Security Documents;

(d) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in the Lender and each Receiver by the Finance Documents or by law;

(e) any claim (whether relating to the environment or otherwise) made or asserted against the Indemnified Person which would not have arisen but for the execution or enforcement of one or more Finance Documents (unless and to the extent it is caused by the gross negligence or wilful misconduct of that Indemnified Person);

(d) any breach by any Obligor of the Finance Documents; or

(e) any claim arising or asserted under or in connection with any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions and connected to an Obligor or a Mortgaged Ship or the Facilities.

Continuation of indemnities

14.6 The indemnities by the Borrower in favour of the Indemnified Persons contained in this Agreement shall continue in full force and effect notwithstanding any breach by the Lender or the Borrower of the terms of this Agreement, the repayment or prepayment of any Loan, the cancellation of the Total Commitments or the repudiation by the Lender or the Borrower of this Agreement.

Third Parties Act

14.7 Each Indemnified Person may rely on the terms of clauses 14.5 (*Indemnity concerning security*) and clauses 12 (*Tax gross-up and indemnities*) and 14.9 (*Interest*) insofar as it relates to interest on any amount demanded by that Indemnified Person under clauses 14.5 (*Indemnity concerning security*), subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

14.8 Where an Indemnified Person (other than the Lender) (the **Relevant Beneficiary**) who is:

(a) appointed by the Lender under the Finance Documents;

(b) an Affiliate of any such person or the Lender; or

(c) an officer, director, employee, adviser, representative or agent of any of the above persons or the Lender,

is entitled to receive any amount (a **Third Party Claim**) under any of the provisions referred to in clause 14.7 above:

(i) the Borrower shall at the same time as the relevant Third Party Claim is due to the Relevant Beneficiary pay to the Lender a sum in the amount of that Third Party Claim;

(ii) payment of such sum to the Lender shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to pay the Third Party Claim to the Relevant Beneficiary; and

(iii) if Borrower pays the Third Party Claim direct to the Relevant Beneficiary, such payment shall, to the extent of that payment, satisfy the corresponding obligations of the Borrower to the Lender under clause 14.8(a) above.

Interest

14.9 Moneys becoming due by the Borrower to any Indemnified Person under the indemnities contained in this clause 14 (*Other* indemnities) or elsewhere in this Agreement shall be paid within six (6) Business Days of demand made by such Indemnified Person and shall be paid together with interest on the sum demanded from the due date therefor to the date of reimbursement by the Borrower to such Indemnified Person (both before and after judgment) at the rate referred to in clauses 8.3 to 8.5 (*Default interest*).

Exclusion of liability

14.10 No Indemnified Person will be in any way liable or responsible to any Obligor (whether as mortgagee in possession or otherwise) who is a Party or is a party to a Finance Document to which this clause applies for any loss or liability arising from any act, default, omission or misconduct of that Indemnified Person, except to the extent caused by its own gross negligence or wilful misconduct. Any Indemnified Person may rely on this clause 14.10 subject to clauses 1.8 to 1.10 (*Third party rights*) and the provisions of the Third Parties Act.

Fax and email indemnity

14.11 The Borrower shall indemnify the Lender within six (6) Business Days of demand made by the Lender against any and all documented Losses together with any VAT thereon which the Lender may sustain or incur as a consequence of any fax or email communication purporting to originate from the Borrower to the Lender being made or delivered fraudulently or without proper authorisation (unless such Losses are the direct result of the gross negligence or wilful misconduct of the Lender).

Hedging

14.12 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 14 (*Other indemnities*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

15 Mitigation by the Lender

Mitigation

15.1 The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of clause 7.1 (*Illegality*), clause 12 (*Tax gross-up and indemnities*) or clause 13 (*Increased Costs*) including (but not limited to) assigning its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

15.2 Clause 15.1 does not in any way limit the obligations of any Obligor under the Finance Documents.

Limitation of liability

15.3 The Borrower shall indemnify the Lender within six (6) Business Days of demand made by the Lender for all documented costs and expenses incurred by the Lender as a result of steps taken by it under clause 15.1 (*Mitigation*).

15.4 The Lender is not obliged to take any steps under clause 15.1 (*Mitigation*) if, in the opinion of the Lender (acting reasonably), to do so might be prejudicial to it.

16 Costs and expenses

Transaction expenses

16.1 The Borrower shall within six (6) Business Days of demand pay the Lender and the Hedging Provider the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by any of them (and by any Receiver) in connection with the negotiation, preparation, printing, execution, registration and perfection and any release, discharge or reassignment of:

(a) this Agreement, the Hedging Master Agreements and any other documents referred to in this Agreement, the Original Security Documents and the Non-obligor Security Documents;

(b) any other Finance Documents executed or proposed to be executed after the date of this Agreement including any Finance Documents executed to provide additional security under clause 25 (*Minimum security value*); or

(c) any Security Interest expressed or intended to be granted by a Finance Document or Non-obligor Security Document.

Amendment costs

16.2 If an Obligor requests an amendment, waiver or consent or an amendment is required pursuant to clause 34.11 (*Change of Currency*) or any amendment or waiver is contemplated or agreed pursuant to clause 40.1 (*Replacement of Screen Rate*), the Borrower shall, within six (6) Business Days of demand by the Lender, reimburse the Lender for the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants and advisers) reasonably incurred by the Lender (and by any Receiver) in responding to, evaluating, negotiating or complying with or implementing that request, requirement or actual or contemplated agreement.

Enforcement, preservation and other costs

16.3 The Borrower shall, within six (6) Business Days of demand by the Lender, pay to the Lender the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and insurance and other consultants, brokers, surveyors and advisers) incurred by the Lender in connection with:

(a) the enforcement of, or the preservation of any rights under, any Finance Document (other than the Hedging Contracts or any Hedging Master Agreement) or Non-obligor Security Document and any proceedings initiated by or against any Indemnified Person and as a consequence of holding the Charged Property or enforcing those rights and any proceedings instituted by or against any Indemnified Person as a consequence of taking or holding the Security Documents and/or the Non-obligor Security Documents or enforcing those rights;

(b) any valuation carried out under clause 25 (*Minimum security value*); or

(c) any inspection carried out under clause 23.9 (*Inspection and notice of dry-docking*) when an Event of Default is continuing.

Double counting

16.4 For the avoidance of doubt there shall be no double counting between any of the indemnity and/or costs provisions of this Agreement on the one hand and the provisions of any other Finance Document on the other. Accordingly, if a payment is received by way of indemnity or reimbursement of costs by the Lender under any of the Finance Documents which, but for this provision, would also be due under this Agreement, the person making the payment (the payer) shall be relieved, *pro tanto*, from any obligation to pay a corresponding amount under this Agreement provided that any settlement or discharge between the Lender on the one hand and the payer on the other shall be conditional upon no security or payment (whether by set-off or otherwise) to the Lender in relation to this Agreement or any other Finance Document being avoided or reduced by virtue of any laws relating to bankruptcy, insolvency, liquidation or similar laws of general application and, if any such security or payment is so avoided or reduced, the Lender shall be entitled to recover the value or amount of such security or payment from the payer subsequently as if such settlement or discharge had not occurred.

Section 7 - Guarantee

17 Guarantee and indemnity

Guarantee and indemnity

17.1 The Parent irrevocably and unconditionally:

(a) guarantees to the Lender and the Hedging Provider punctual performance by each other Obligor of all such Obligor's obligations under the Finance Documents;

(b) undertakes with the Lender and the Hedging Provider that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, it shall immediately on demand pay that amount as if it was the principal obligor; and

(c) agrees with the Lender and the Hedging Provider that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation indemnify the Lender and the Hedging Provider immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by the Borrower under any Finance Document on the date when it would have been due. The amount payable by the Parent under this indemnity will not exceed the amount it would have had to pay under this clause 17.1 if the amount claimed had been recoverable on the basis of a guarantee.

Continuing guarantee

17.2 This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

Reinstatement

17.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by the Lender and the Hedging Provider in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, judicial management or otherwise, without limitation, then the liability of the Parent under this clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

Waiver of defences

17.4 The obligations of the Parent under this clause 17 will not be affected by an act, omission, matter or thing (whether or not known to it or the Lender and the Hedging Provider) which, but for this clause, would reduce, release or prejudice any of its obligations under this clause 17 including (without limitation):

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any other Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

Immediate recourse

17.5 The Parent waives any right it may have of first requiring the Lender or the Hedging Provider to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Parent under this clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

Appropriations

17.6 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, the Lender or the Hedging Provider may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender or the Hedging Provider in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Parent shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Parent or on account of the Parent's liability under this clause 17.

Deferral of Parent's rights

17.7 Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender and the Hedging Provider otherwise directs, the Parent will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this clause 17:

(a) to be indemnified by another Obligor;

(b) to claim any contribution from any other guarantor of any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender and the Hedging Provider under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender and the Hedging Provider;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Parent has given a guarantee, undertaking or indemnity under clause 17 (*Guarantee and indemnity*);

(e) to exercise any right of set-off against any other Obligor; and/or

(f) to claim or prove as a creditor of any other Obligor in competition with the Lender and the Hedging Provider.

17.8 If the Parent receives any benefit, payment or distribution in relation to such rights it will promptly pay an equal amount to the Lender and the Hedging Provider for application in accordance with clause 34 (*Payment mechanics*). This only applies until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full.

Additional security

17.9 This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender and the Hedging Provider.

Default interest

17.10 No interest of the type referred to at clauses 8.3 to 8.5 (*Default interest*) shall accrue on any amount unpaid by the Parent under clause 17.1 (*Guarantee and indemnity*) in addition to that accrued and accruing on the guaranteed amount.

18 Representations

18.1 The Borrower and the Parent makes and repeats the representations and warranties set out in this clause 18 to the Lender at the times specified in clauses 18.45 to 18.47 (*Times when representations are made*).

Status

18.2 Each Obligor is a limited liability company, duly incorporated and validly existing and, where applicable to its Original Jurisdiction, in good standing under the law of its Original Jurisdiction.

18.3 Each Obligor has capacity, power and authority to carry on its business as it is now being conducted and to own its property and other assets.

Binding obligations

18.4 Subject to the Legal Reservations, the obligations expressed to be assumed by each Obligor in each Finance Document to which it is, or is to be, a party are or, when entered into by it, will be legal, valid, binding and enforceable obligations and each Security Document to which an Obligor is, or will be, a party, creates or will create the Security Interests which that Security Document purports to create and those Security Interests are or will be valid and effective.

Power and authority

18.5 Each Obligor has power to enter into, perform and deliver and comply with its obligations under, and has taken all necessary action to authorise its entry into, each Finance Document to which it is, or is to be, a party and each of the transactions contemplated by those documents.

18.6 No limitation on any Obligor's powers to borrow, create security or give guarantees will be exceeded as a result of any transaction under, or the entry into of, any Finance Document to which such Obligor is, or is to be, a party.

Non-conflict

18.7 The entry into and performance by each Obligor of, and the transactions contemplated by the Finance Documents and the granting of the Security Interests purported to be created by the Security Documents do not and will not conflict with:

(a) any law or regulation applicable to any Obligor;

(b) the Constitutional Documents of any Obligor; or

(c) any agreement or other instrument binding upon any Obligor or its assets

or constitute a default or termination event (however described) under any such agreement or instrument or result in the creation of any Security Interest (save for a Permitted Security Interest) on any of its assets, rights or revenues.

Validity and admissibility in evidence

18.8 All authorisations required:

(a) to enable each Obligor lawfully to enter into, exercise its rights and comply with its obligations under each Finance Document to which it is a party;

(b) to make each Finance Document to which it is a party admissible in evidence in its Original Jurisdiction and in England and Wales and Singapore; and

(c) to ensure that each of the Security Interests created under the Security Documents has the priority and ranking contemplated by them,

have been obtained or effected and are in full force and effect except any authorisation or filing referred to in clause 18.23 (*No filing or stamp taxes*), which authorisation or filing will be promptly obtained or effected within any applicable period.

18.9 All authorisations necessary for the conduct of the business, trade and ordinary activities of each Obligor and to use the Charged Property, have been obtained or effected and are in full force and effect where failure to obtain or effect those authorisations would have or be reasonably likely to have a Material Adverse Effect.

Governing law and enforcement

18.10 Subject to Legal Reservations, the choice of English law or any other applicable law as the governing law of any Finance Document will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

18.11 Subject to Legal Reservations, any judgment obtained in England or Singapore in relation to an Obligor will be recognised and enforced in each Obligor's Original Jurisdiction and in England and Wales and Singapore.

Information

18.12 Any Information is true and accurate in all material respects at the time it was given or made.

18.13 At the time the Information was given there are no facts or circumstances known to the Borrower or the Parent (having made due enquiry) or any other information known to the Borrower or the Parent (having made due enquiry) which could make the Information incomplete, untrue, inaccurate or misleading in any material respect.

18.14 At the time the Information is given, the Information does not omit anything known to the Borrower or the Parent (having made due enquiry) which would result in the Information being incomplete, untrue, inaccurate or misleading in any material respect.

18.15 All opinions, projections, forecasts or expressions of intention contained in the Information and the assumptions on which they are based have been arrived at after due and careful enquiry and consideration and were believed to be reasonable by the person who provided that Information as at the date it was given or made.

18.16 For the purposes of clauses 18.12 to 18.15, Information means: any information provided by any Obligor or any other Group Member to the Lender or an Approved Broker in connection with the Finance Documents or the transactions referred to in them.

Original Financial Statements

18.17 The Original Financial Statements were prepared in accordance with GAAP consistently applied.

18.18 The Original Financial Statements fairly present the financial condition and results of operations of the relevant Obligors and the Group (consolidated in the case of the Group) during the relevant financial year.

18.19 There has been no material adverse change in its assets, business or financial condition (or the assets, business or consolidated financial condition of the Group, in the case of the Parent) since the date of the Original Financial Statements.

Pari passu ranking

18.20 Each Obligor's payment obligations under the Finance Documents to which it is, or is to be, a party rank at least pari passu with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally.

Ranking and effectiveness of security

18.21 Subject to the Legal Reservations and any filing, registration or notice requirements which is referred to in any Legal Opinion, the security created by the Security Documents has (or will have when the Security Documents have been executed) the priority which it is expressed to have in the Security Documents, the Charged Property is not subject to any Security Interest other than Permitted Security Interests and such security will constitute perfected security on the assets described in the Security Documents.

No insolvency

18.22 No corporate action, legal proceeding or other procedure or step described in clause 28.21 (*Insolvency proceedings*) or creditors' process described in clauses 28.23 and 28.24 (*Creditors' process*) has been taken or, to the knowledge of the Borrower or the Parent, threatened in relation to an Obligor and none of the circumstances described in clauses 28.17 to 28.19 (*Insolvency*) applies to any Obligor.

No filing or stamp taxes

18.23 Under the laws of each Obligor's Original Jurisdiction, England and Wales and Singapore it is not necessary that any Finance Document to which it is, or is to be, party be filed, recorded or enrolled with any court or other authority in those jurisdictions or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to any such Finance Document or the transactions contemplated by the Finance Documents except any filing, recording or enrolling or any tax or fee payable in relation to any Finance Document which is referred to in any Legal Opinion and which will be made or paid promptly after the date of the relevant Finance Document.

Tax

18.24 No Obligor is required to make any deduction for or on account of Tax from any payment it may make under any Finance Document to which it is, or is to be, a party.

No Event of Default

18.25 No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation or the entry into, the performance of, or any transaction contemplated by, any Finance Document.

18.26 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or to which any Obligor's assets are subject which might reasonably be expected to have a Material Adverse Effect.

No proceedings pending or threatened

18.27 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of the Borrower’s or the Parent's knowledge and belief (having made due and careful enquiry)) been started or threatened against any Obligor.

No breach of laws

18.28 No Obligor has breached any law or regulation which breach might reasonably be expected to have a Material Adverse Effect.

Environmental matters

18.29 No Environmental Law applicable to any Ship and/or any Obligor has been violated in a manner or circumstances which might reasonably be expected to have a Material Adverse Effect.

18.30 All consents, licences and approvals required under Environmental Laws for the Ships have been obtained and are currently in force.

18.31 No Environmental Claim has been made or, to the best of the Borrower's or the Parent's knowledge and belief (having made due and careful enquiry), is threatened or pending against any Obligor or any Ship or any other vessel owned, operated, managed or crewed by any Group Member (each being a Fleet Vessel) where that claim might reasonably be expected to have a Material Adverse Effect and there has been no Environmental Incident (or the equivalent in respect of a Fleet Vessel) which has given, or might give, rise to such a claim.

Tax compliance

18.32 No claims or investigations are being, or are reasonably likely to be, made or conducted against any Obligor with respect to Taxes such that a liability of, or claim against, any Obligor is reasonably likely to arise for an amount for which adequate reserves have not been provided and which might reasonably be expected to have a Material Adverse Effect.

Anti-corruption law and Anti-Terrorism Law

18.33

(a) Each Obligor has conducted its business in compliance with applicable anti-corruption and anti-bribery laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with such laws.

(b) Each Obligor has conducted its business in compliance with applicable Anti-Terrorism Laws and no director, officer or Affiliate of it or any of its Subsidiaries has, to its knowledge, failed to comply with any applicable Anti-Terrorism Laws.

Security and Financial Indebtedness

18.34 No Security Interest exists over all or any of the present or future assets of any Obligor in breach of this Agreement.

18.35 No Obligor has any Financial Indebtedness outstanding in breach of this Agreement.

Legal and beneficial ownership

18.36 Each Obligor has a good, valid and marketable title to, or valid leases or licences of, the Charged Property necessary to carry on its respective business as presently conducted.

18.37 Each Owner will have a good, valid and marketable title to the Ship it is expressed to own from the commencement of the applicable Mortgage Period.

Accounting Reference Date

18.38 The financial year-end of each Obligor is the Accounting Reference Date.

Copies of documents

18.39 The Constitutional Documents of the Obligors delivered to the Lender under clause 4 (*Conditions of Utilisation*) will be true, complete and accurate copies of such documents and include all amendments and supplements to them as at the time of such delivery.

No immunity

18.40 No Obligor or any of its assets is immune to any legal action or proceeding.

Ship status

18.41 Each Ship is on the first day of its Mortgage Period:

(a) registered in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) operationally seaworthy and in every way fit for service;

(c) classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society; and

(d) insured in the manner required by the Finance Documents.

Sanctions

18.42 None of the Obligors, nor any of their Subsidiaries nor any of their respective directors, officers or employees or any other Relevant Person is:

(a) a Restricted Party;

(b) in breach of Sanctions; or

(c) subject to or involved in any complaint, claim, proceeding, formal notice, investigation or other action by any Sanctions Authority concerning any Sanctions.

FATCA

18.43 No Obligor is a US Tax Obligor.

No money laundering

18.44 In relation to the borrowing by the Borrower of the Loans, the performance and discharge of the Obligors' obligations and liabilities under the Finance Documents and the transactions and other arrangements effected or contemplated by this Agreement and the Finance Documents, the Obligors are acting for their own account and the foregoing will not involve or lead to a contravention of any law, official requirement or other regulatory measure or procedure which has been implemented by any relevant regulatory authority or otherwise to combat money laundering.

Times when representations are made

18.45 All of the representations and warranties set out in this clause 18 (other than the Ship Representations in respect of each Ship) are deemed to be made on the dates of:

(a) this Agreement;

(b) the first Utilisation Request; and

(c) the first Utilisation.

18.46 The Repeating Representations are deemed to be made on the dates of each subsequent Utilisation Request and the first day of each Interest Period, save that that part of the representation and warranty set out at clause 18.31 (*Environmental matters*) that relates to a Fleet Vessel shall not repeat.

18.47 All of the Ship Representations in respect to a Ship are deemed to be made on the first day of the Mortgage Period for that Ship.

18.48 Each representation or warranty deemed to be made after the date of this Agreement shall be deemed to be made by reference to the facts and circumstances then existing at the date the representation or warranty is deemed to be made.

19 Information undertakings

19.1 The Borrower and the Parent undertake that this clause 19 will be complied with throughout the Facility Period.

19.2 In this clause 19:

Annual Financial Statements means the financial statements for a financial year of the Borrower and the Parent delivered pursuant to clause 19.3.

Quarterly Financial Statements means the financial statements for a financial quarter of the Parent delivered pursuant to clause 19.4.

Financial statements

19.3 The Obligors shall supply to the Lender as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, the audited consolidated financial statements for that financial year of the Borrower and the audited consolidated financial statements for that financial year for the Parent.

19.4 The Obligors shall supply to the Lender as soon as the same become available, but in any event within ninety (90) days after the end of each first, second and third financial quarters for the Parent, the Parent's unaudited consolidated financial statements for that financial quarter.

19.5 The Obligors shall supply to the Lender as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each of its financial years, consolidated five (5) year financial projections of the Parent commencing with the financial year in which such projections are delivered, such projections to be set out in a written format reasonably acceptable to the Lender.

19.6 The posting of the Parent's Annual Financial Statements and Quarterly Financial Statements on its online home page (to be provided to the Lender once known) within the time frames required by clauses 19.3 and 19.4 shall be deemed to satisfy the Obligors' obligations under those clauses in the context of the Annual Financial Statements and Quarterly Financial Statements of the Parent provided that the Borrower or the Parent notify the Lender as soon as such financials have been posted on its home page and provide the Lender with the direct link to such financials.

Provision and contents of Compliance Certificate

19.7 The Parent shall supply a Compliance Certificate to the Lender with each set of audited consolidated Annual Financial Statements and the Quarterly Financial Statements for the financial quarter ending 30 June only, in each case for the Parent, as provided to the Lender. Such Compliance Certificate shall be promptly provided following the posting of the Parent's Annual Financial Statements or, as the case may be, the Quarterly Financial Statements for the financial quarter ending 30 June only but in any event within the time periods required by clauses 19.3 and 19.4 (as applicable)

19.8 Each Compliance Certificate shall, amongst other things, set out (in reasonable detail) computations as to compliance with clause 20 (*Financial covenants*).

19.9 Each Compliance Certificate shall be signed by the chief financial officer of the Parent or other authorised signatory of the Parent.

Requirements as to financial statements

19.10 The Obligors shall procure that each set of Annual Financial Statements and Quarterly Financial Statements includes a profit and loss account, a balance sheet and a cash flow statement and that, in addition, each set of Annual Financial Statements shall be audited by the Auditors.

19.11 Each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall:

(a) be prepared in accordance with GAAP; and

(b) fairly present the financial condition and operations of the Group or (as the case may be) the Borrower as at the date as at which those financial statements were drawn up.

19.12 The Borrower shall procure that each set of financial statements delivered pursuant to clauses 19.3 and 19.4 (*Financial statements*) shall be prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements, unless, in relation to any set of financial statements, the Borrower notifies the Lender that there has been a change in GAAP or the accounting practices, in which event, the Lender may request the Borrower to provide clarifications and the Borrower shall deliver to the Lender sufficient information to enable the Lender to determine whether clause 20 (*Financial covenants*) has been complied with.

19.13 Any reference in this Agreement to any financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

Year-end

19.14 The Borrower shall procure that each financial year-end of the Borrower and the Parent falls on the Accounting Reference Date.

Information: miscellaneous

19.15 The Borrower shall deliver to the Lender:

(a) copies of all documents dispatched by the Parent to its shareholders (or any class of them) and, at all times, copies of all documents dispatched by the Borrower to its shareholders which are material to the Facilities and copies of all documents dispatched by the Parent, the Borrower and the relevant Owner to their creditors generally at the same time they are dispatched;

(b) at the same time as they are dispatched, copies of all material documents, filings and disclosures dispatched by the Parent to the applicable stock exchange;

(c) as soon as instituted or (to the best of the knowledge and belief of the Borrower) threatened, details of any material litigation, arbitration or administrative proceedings current, pending or threatened which could affect the Borrower or any Obligor and which might if adversely determined have a Material Adverse Effect;

(d) promptly, such information as the Lender may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly, such other material information in the possession or control of the Borrower or any other Obligor regarding the financial condition, business, operations and ownership of the Borrower and the Obligors as the Lender may reasonably request, except to the extent that disclosure of such information would breach any law, regulation stock exchange requirement or listing rule;

(f) details of any change in the ownership of the shares in the Parent such that:

(i) the shareholding of a shareholder of the Parent changes so that following such change they hold 25% or more of the shares of the Parent; and

(ii) BW Group ceases to beneficially and legally hold (directly or indirectly) 50% or more of the issued share capital of the Parent or such number of shares in the Parent as carry 50% or more of the voting rights normally exercisable at a general meeting of the Parent,

and in respect of (ii) above no such reporting of details will be required if the shareholder is BW Group (or one of its wholly owned Subsidiaries);

(g) details of any change in the ownership of the shares in the Borrower or the relevant Owner as agreed to by the Lender in accordance with clause 21.28 (*No change in shareholdings*);

(h) details of any changes made to the Constitutional Documents of the Borrower or any Obligor if such changes might reasonably be expected to negatively impact on the rights and remedies of the Lender under the Finance Documents;

(i) promptly upon becoming aware of them, the details of any inquiry, claim, action, suit, proceeding or investigation pursuant to Sanctions by any Sanctions Authority against it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives, as well as information on what steps are being taken with regards to answer or oppose such; and

(j) promptly upon becoming aware that it, any of its direct or indirect owners, Subsidiaries, any of their joint ventures or any of their respective directors, officers, employees, agents or representatives has become or is likely to become a Restricted Party, a notice to that effect.

Notification of Default

19.16 The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon any Obligor becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).

19.17 Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two authorized signatories of the Parent on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

Sufficient copies

19.18 The Borrower, if so requested by the Lender, shall deliver sufficient copies of each document to be supplied under the Finance Documents to the Lender and a document in electronic format shall be sufficient to satisfy this requirement provided that a single certified hard copy is provided to the Lender if the relevant document is required to be provided in certified form.

"Know your customer" checks

19.19 If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;

(b) any change in the status of an Obligor or the composition of the shareholders of an Obligor (including, for the avoidance of doubt, any change resulting in a shareholder holding more than 10% of an Obligor's share capital but only to the extent that the change in composition results in a shareholder who did not at the date of this Agreement have a shareholding of 10% or more in the Parent having such shareholding);

(c) a proposed assignment by the Lender or the Hedging Provider of any of its rights under this Agreement or any Hedging Contract; or

(d) the Lender's annual "know your customer" review process,

obliges the Lender or the Hedging Provider (or, in the case of clause 19.19(c) above, any prospective new Lender or Hedging Provider) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Lender or Hedging Provider (and, in the case of a change in the shareholding of the Parent only, where such request is reasonably made) supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender or Hedging Provider (for itself or in the case of the event described in clause 19.19(c) above, on behalf of any prospective new Lender or Hedging Provider) in order for the Lender or Hedging Provider or, in the case of the event described in clause 19.19(c) above, any prospective new Lender or Hedging Provider to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents (provided that the breakdown of the Sohmen Family Trust need not be provided unless the same is required by any applicable law or regulation).

20 Financial covenants

20.1 The Parent undertakes that this clause 20 will be complied with throughout the Facility Period.

Financial definitions

20.2 In this clause 20:

Adjusted Equity means the total equity presented in the Parent's most recent consolidated financial statements provided to the Lender pursuant to clauses 19.3 and 19.6 (*Financial statements*) by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

Cash means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group and which are deposited with (i) the Lender or (ii) any other deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an **Acceptable Bank**),

(c) which in each case:

(d) is free from any Security Interest, other than pursuant to the Security Documents;

(e) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(f) in the case of cash in hand or cash deposits held by a member of the Group other than the Parent, is (in the opinion of the Lender, upon such documents and evidence as the Lender may require the Parent to provide in order to form the basis of such opinion) capable or, upon the occurrence of an Event of Default, would become capable of being paid without restriction to the Parent within five (5) Business Days of its request or demand therefore either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Parent to that Subsidiary.

Cash Equivalents means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank (as defined under Cash);

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Lender,

in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Security Documents).

Credit Lines means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

Current Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

Liabilities means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

Long Term Liabilities means, on any day, all liabilities of the Parent and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

Minimum Liquidity means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

Financial condition

20.3 The Parent shall ensure that:

(a) **Adjusted Equity ratio:** On a consolidated basis the Adjusted Equity shall at all times be no less than 25% of the sum of the Liabilities and Adjusted Equity.

(b) **Minimum Adjusted Equity**: On a consolidated basis the Adjusted Equity on the last day of any fiscal half-year shall at all times be no less than $350,000,000.

(c) **Minimum Liquidity**: On a consolidated basis, Minimum Liquidity shall at all times be equal to or greater than $60,000,000 of which $30,000,000 may consist of Credit Lines.

Calculations for the purposes of this clause 20 shall be calculated on a consolidated basis, based on the Parent financial statements prepared on the basis of GAAP in force as at the date of this Agreement.

Financial testing

20.4 The financial covenants set out in clause 20.3 (*Financial condition*) shall be calculated in accordance with GAAP in force as at the date of this Agreement and tested as of 30 June and 31 December of each financial year of the Parent and by reference to each of the financial statements delivered in respect of the Parent pursuant to clauses 19.3 and 19.4 (*Financial statements*) and/or each Compliance Certificate delivered pursuant to clause 19.7 (*Provision and contents of Compliance Certificate*).

21 General undertakings

21.1 The Borrower undertakes that this clause 21 will be complied with by and in respect of each Obligor throughout the Facility Period.

Use of proceeds

21.2 The proceeds of Utilisations will be used exclusively for the purposes specified in clause 3 (*Purpose*) and no proceeds of any Loan shall be made available, directly or indirectly, to or for the benefit of a Restricted Party.

Authorisations

21.3 Each Obligor will promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Lender of,

any authorisation required under any law or regulation of a Relevant Jurisdiction to:

(i) enable it to perform its obligations under the Finance Documents to which it is a party;

(ii) ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document to which it is a party; and

(iii) carry on its business where failure to do so has, or is reasonably likely to have, a Material Adverse Effect.

Compliance with laws

21.4 Each Obligor will:

(a) comply in all respects with all laws and regulations (including Environmental Laws):

(b) applicable to its business; and

(c) applicable to each Ship, its ownership, employment, operation, management and registration,

(d) including the ISM Code, the ISPS Code, all Environmental Laws and the laws of the Flag State, if failure so to comply has or is reasonably likely to have a Material Adverse Effect;

(e) obtain, comply with and do all that is necessary to maintain in full force and effect any Environmental Approvals, if failure so to comply has or is reasonably likely to have a Material Adverse Effect; and

(f) comply in all respects with all Sanctions applicable to its business and applicable to each Ship, its ownership, employment, operation, management and registration.

21.5 Without limiting clause 21.4(a) above, each Obligor will not employ any Ship nor allow its employment, operation or management in any manner contrary to any applicable law or regulation in all material respects including but not limited to the ISM Code, the ISPS Code, all Environmental Laws and all Sanctions to which it may be subject.

Anti-corruption law and Anti-Terrorism Law

21.6 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach any Anti-Terrorism Law.

21.7 Each Obligor shall conduct its businesses in compliance with applicable Anti-Terrorism Laws.

21.8 No Obligor will directly or indirectly use the proceeds of the Facilities for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Act (Cap. 241) of Singapore or other similar legislation in other jurisdictions and applicable to it.

21.9 Each Obligor shall:

(a) conduct its businesses in compliance with applicable anti-corruption laws; and

(b) maintain policies and procedures designed to promote and achieve compliance with such laws.

Tax compliance

21.10 Each Obligor shall pay and discharge all Taxes imposed upon it or its assets within the time allowed by law without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(c) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a Material Adverse Effect.

21.11 Except as approved, each Obligor shall maintain its residence for Tax purposes in the jurisdiction in which it is incorporated and ensure that it is not resident for Tax purposes in any other jurisdiction.

Change of business

21.12 The Borrower shall not, and the Borrower shall ensure that no Obligor will:

(a) make or threaten to make any change in its business which; or

(b) carry on any other business, which in relation to its business,

in each case is or would be substantial in relation to the business of:

(i) the Borrower; or

(ii) any Obligor.

This clause 21.12 shall not apply to any such change or new business made with the prior written consent of the Lender (with such consent not to be unreasonably withheld or delayed) or, in relation to the Borrower and the Parent, which relates to any type of shipping, shipping finance and transportation business.

Merger

21.13 The Borrower shall not, and the Borrower shall ensure that no Obligor will, enter into any amalgamation, demerger, merger or corporate reconstruction (each a "merger").

21.14 Clause 21.13 above shall not apply to any merger or amalgamation made with the prior written consent of the Lender or where the Obligor concerned is the surviving entity.

Further assurance

21.15 Each Obligor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require):

(a) to perfect the Security Interests created or intended to be created by that Obligor under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the Security Documents) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;

(b) to confer on the Lender Security Interests over the Charged Property of that Obligor located in any jurisdiction equivalent or similar to the Security Interest intended to be conferred by or pursuant to the Security Documents;

(c) to facilitate the realisation of the Charged Property which is, or is intended to be, the subject of the Security Documents if at that time the Lender is entitled to realise such Charged Property pursuant to the terms of the relevant Security Document; and/or

(d) to facilitate the accession by a New Lender to any Security Document following an assignment in accordance with clause 29.1 (*Changes to the Lender*).

21.16 Each Obligor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security Interest conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

Negative pledge in respect of Charged Property

21.17 Except as approved and for Permitted Security Interests, no Obligor will grant or allow to exist any Security Interest over any Charged Property.

Environmental matters

21.18 The Lender will be notified as soon as reasonably practicable of any Environmental Claim being made against any Obligor or any Mortgaged Ship which, if successful to any extent, might have a Material Adverse Effect and of any Environmental Incident which may give rise to such a claim and will be kept regularly and promptly informed in reasonable detail of the nature of, and response to, any such Environmental Incident and the defence to any such claim.

21.19 Environmental Laws (and any consents, licences or approvals obtained under them) applicable to any Mortgaged Ship will not be violated in a way which might have a Material Adverse Effect.

Sanctions

21.20 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action, make any omission or use (directly or indirectly) any proceeds of any Loan, in a manner that:

(a) is a breach of Sanctions; and/or

(b) causes (or will cause) a breach of Sanctions by any Relevant Person or Lender.

21.21 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) take any action or make any omission that results, or is likely to result, in it or the Lender becoming a Restricted Party.

21.22 Each Obligor shall maintain appropriate policies and procedures to:

(a) identify any risks to its business as a result of Sanctions; and

(b) promote and achieve compliance with its obligations under clauses 21.20 and 21.21 above.

21.23 No Obligor shall (and the Borrower shall ensure that no other Relevant Person will) fund all or part of any payment under a Finance Document out of proceeds derived from business or transactions with a Restricted Party or from any action which would be prohibited by Sanctions or would otherwise cause any Relevant Person or the Lender to be in breach of Sanctions.

21.24 Each Obligor shall comply in all respects with all Sanctions and in particular the Borrower shall procure that the relevant Owner shall not employ any Ship owned by it nor allow its employment, operation or management in any matter contrary to Sanctions.

Listing

21.25 The Borrower shall procure that the Parent shall at all times during the Facility Period maintain the listing of its shares on a stock exchange which it is presently listed (or any other exchange acceptable to the Lender with its prior written consent) and does not do or omit to do anything, which could result in the trading of its shares being suspended for any period (other than where such shares are moving to another stock exchange permitted in accordance with this clause).

Pari passu ranking

21.26 The Borrower and each Obligor shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors, except those creditors whose claims are mandatorily preferred by laws of general application to companies.

Subordination of loans

21.27 The Borrower and the Parent may service any shareholder loans or related party loans unless an Event of Default has occurred and is continuing or would arise from the same. The Borrower and the Parent shall procure that any shareholder loans (including any loan notes) between the Borrower and the Parent and any of its shareholders shall be documented on a basis that they are subordinated to the Facilities and the Hedging Contracts on terms consistent with clause 27.4 (*Distributions and other payments*). For the avoidance of doubt, the relevant Owner shall be entitled to incur shareholder loans and to have intercompany balances with the Borrower and the Parent and shall be entitled to service such shareholder loans and intercompany balances at all times. Further, for the avoidance of doubt, no subordination agreement will be required in respect of any shareholder loans (including any loan notes) provided by the Parent to the Borrower.

No change in shareholdings

21.28 There will be no change in the shareholdings of the Borrower (which shall be directly or indirectly wholly owned by the Parent) or the relevant Owner (which shall be directly or indirectly wholly owned by the Borrower) throughout the Facility Period without the prior written consent of the Lender. The consent of the Lender will not be required under this clause 21.28 for any change of shareholding of the Borrower or any Owner where the Borrower or relevant Owner remains directly or indirectly wholly owned by the Parent.

21.29 The Parent shall procure that no Security Interest is granted over any of the shares in the Borrower or the relevant Owner.

22 Dealings with Ship

22.1 The Borrower undertakes that this clause 22 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Ship's name and registration

22.2 The Ship's name shall only be changed after prior written notice to the Lender and, the relevant Owner shall promptly take all necessary steps to update all applicable insurance, class and registration documents with such change of name.

22.3 The Ship shall be registered with the relevant Registry under the laws of its Flag State. Except with prior written approval from the Lender, the Ship shall not be registered under any other flag or at any other port or fly any other flag (other than that of its Flag State), provided that no such approval shall be required for the registration of a Ship under the flag of another Approved Flag State as long as replacement Security Interests are granted in respect of that Ship (which provide recourse materially equivalent to those in place prior to such registration) in favour of the Lender immediately following the registration of such Ship under the flag of that Approved Flag State. If that registration is for a limited period, it shall be renewed at least forty five (45) days before the date it is due to expire and the Lender shall be notified of that renewal at least thirty (30) days before that date.

22.4 Nothing will be done and no action will be omitted if that might result in such registration being forfeited or imperilled or the Ship being required to be registered under the laws of another state of registry other than an Approved Flag State.

Sale or other disposal of Ship

22.5 Except (a) with approval or (b) in respect of any sale whereby the Borrower will satisfy in full its obligations under clauses 7.7 (*Sale*) to 7.11 (*Total Loss*), the relevant Owner will not sell, or agree to, transfer, abandon or otherwise dispose of the relevant Ship or any share or interest in it.

Manager

22.6 A manager of the Ship shall not be appointed unless that manager is an Approved Manager and such appointment of an Approved Manager should be made on the basis that such Approved Manager shall enter into a Manager's Undertaking prior to the commencement of its appointment. There shall be no material change to the terms of appointment of an Approved Manager (once appointed) unless such change is also approved.

Copy of Mortgage on board

22.7 A properly certified copy of the relevant Mortgage shall be kept on board the Ship with its papers and shown to anyone having business with the Ship which might create or imply any commitment or Security Interest over or in respect of the Ship (other than a lien for crew's wages and salvage) and to any representative of the Lender.

Notice of Mortgage

22.8 A framed printed notice of the Ship's Mortgage shall be prominently displayed in the navigation room and in the Master's cabin of the Ship. The notice must be in plain type and read as follows:

"NOTICE OF MORTGAGE

This Ship is subject to a first mortgage in favour of **Skandinaviska Enskilda Banken AB (publ), Singapore Branch** of 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321. Under the said mortgage and related documents, neither the owner nor any charterer nor the Master of this Ship has any right, power or authority to create, incur or permit to be imposed upon this Ship any commitments or encumbrances whatsoever other than for crew's wages and salvage".

No-one will have any right, power or authority to create, incur or permit to be imposed upon the Ship any lien whatsoever other than a Permitted Maritime Lien.

Conveyance on default

22.9 Where the Ship is (or is to be) sold in exercise of any power conferred by the Security Documents, the relevant Owner shall, upon the Lender's request, immediately execute such form of transfer of title to the Ship as the Lender may require.

Chartering

22.10 The Borrower shall procure that the relevant Owner shall:

(a) not let any Ship on bareboat or demise charter for any period to anybody who is not a Group Member; and

(b) ensure that any bareboat, demise, time or consecutive voyage charter in respect of any Ship is entered into on bona fide arm's length terms unless such bareboat, demise, time or consecutive voyage charter is to a Group Member (in which case the tenure of such charter shall be no more than 36 months).

Lay up

22.11 Except with approval, the Ship shall not be cold laid up or deactivated.

Poseidon Principles

22.12 The Borrower shall, upon the request of the Lender (made no later than 31 March in the relevant calendar year) and at the cost of the Lender, on or before 31st July in each calendar year (each a **Reporting Deadline Date**), supply or procure that the relevant Approved Classification Society supply to the Lender in order for the Lender to comply with its obligations under the Poseidon Principles in respect of the preceding year, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI and any Statement of Compliance, (together with the average efficiency ratio and the climate alignment as calculated by the Approved Classification Society in accordance with the Poseidon Principles) in each case relating to each Ship for the preceding calendar year provided always that no Lender shall publicly disclose such information with the identity of the Ships without the prior written consent of the Borrower. For the avoidance of doubt, such information shall be "Confidential lnformation" for the purposes of clause 41 (*Confidentiality*) but the Borrower acknowledges that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Lender's portfolio climate alignment.

22.13 Further, no Default or Event of Default shall occur as a result of the Borrower failing to provide all or part of the information set out in this clause by the relevant Reporting Deadline Date.

23 Condition and operation of Ship

23.1 The Borrower undertakes that this clause 23 will be complied with in relation to each Mortgaged Ship throughout the relevant Ship's Mortgage Period.

Defined terms

23.2 In this clause 23 and in Schedule 3 (*Conditions precedent*):

applicable code means any code or prescribed procedures required to be observed by the Ship or the persons responsible for its operation under any applicable law (including but not limited to those currently known as the ISM Code and the ISPS Code).

applicable law means all laws and regulations applicable to vessels registered in the Ship's Flag State or which for any other reason apply to the Ship or to its condition or operation at any relevant time.

applicable operating certificate means any certificates or other document relating to the Ship or its condition or operation required to be in force under any applicable law or any applicable code.

Repair

23.3 The Ship shall be kept in a good, safe and efficient state of repair. The quality of workmanship and materials used to repair the Ship or replace any damaged, worn or lost parts or equipment shall be sufficient to ensure that the Ship's value is not reduced.

Modification

23.4 Except with approval, the structure, type or performance characteristics of the Ship shall not be modified in a way which could or might materially alter the Ship or materially reduce its value save that this provision shall not prevent any modification, repair, installation or maintenance work which is consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Removal of parts

23.5 Except with approval, no material part of the Ship or any equipment shall be removed from the Ship if to do so would materially reduce its value (unless at the same time it is replaced with equivalent parts or equipment owned by the relevant Owner free of any Security Interest except under the Security Documents). For the avoidance of doubt, the provisions set out in this clause 23.5 shall not prevent any maintenance work to the Ship consistent with standard ownership and management practices or which is required by any applicable law or regulation.

Third party owned equipment

23.6 Except with approval, equipment owned by a third party shall not be installed on the Ship if it cannot be removed without risk of causing damage to the structure or fabric of the Ship or incurring significant expense.

Maintenance of class; compliance with laws and codes

23.7 The Ship's class shall be the relevant Classification which shall not have any overdue requirements or recommendations and such Classification shall not be changed without the prior written consent of the Lender. The Ship and every person who owns, operates or manages the Ship shall comply with all applicable laws and the requirements of all applicable codes. There shall be kept in force and on board the Ship or in such person's custody any applicable operating certificates which are required by applicable laws or applicable codes to be carried on board the Ship or to be in such person's custody.

Surveys

23.8 The Ship shall be submitted to continuous surveys and any other surveys which are required for it to maintain the Classification as its class. Copies of reports of those surveys shall be provided promptly to the Lender if it so requests.

Inspection and notice of dry-docking

23.9 The Lender and/or surveyors or other persons appointed by it for such purpose shall be allowed to board the Ship once per calendar year (and any other time following an Event of Default which is continuing) to inspect it and given all proper facilities needed for that purpose upon reasonable written notice, provided there is no interference with the usual daily operations of the Ship and subject to all health and safety and insurance requirements relating to such visits. The Lender shall be given reasonable advance notice of any intended dry-docking of the Ship (whatever the purpose of that dry-docking).

Prevention of arrest

23.10 All debts, damages, liabilities and outgoings which have given, or may give, rise to maritime, statutory or possessory liens on, or claims enforceable against, the Ship, its Earnings or Insurances shall be promptly paid and discharged.

Release from arrest or attachment

23.11 The Earnings and Insurances of a Ship shall promptly be released from any attachment or levy by whatever action is required to achieve that release or discharge.

23.12 The Borrower and the relevant Owner shall use their best endeavors to release a Ship from any arrest or detention and to discharge any legal process against the Ship, by whatever action is required to achieve that release or discharge.

Information about Ship

23.13 The Lender shall promptly be given any information which it may reasonably require about the Ship or its employment, position, use or operation and copies of any applicable operating certificates.

Notification of certain events

23.14 The Lender shall promptly be notified of:

(a) any damage to any Ship where the cost of the resulting repairs is reasonably likely to exceed the Major Casualty Amount for such Ship;

(b) any occurrence which is reasonably likely to result in any Ship becoming a Total Loss;

(c) any arrest or detention of any Ship owned by the relevant Owner, any exercise or purported exercise of any lien on any Ship or other claim on a Ship or its Earnings or Insurances or any requisition of any Ship for hire;

(d) any withdrawal of any applicable operating certificate if the same would result in a Default;

(e) any claims for breach of the ISM Code, the ISPS Code or the MARPOL Protocol being made against the relevant Owner, any relevant Approved Manager or otherwise in connection with any Ship; and

(f) any requirement or recommendation made in relation to any Ship by any insurer or such Ship's Approved Classification Society or by any competent authority which is not, or cannot be, complied with in the manner or time required or recommended.

Payment of outgoings

23.15 All tolls, dues and other outgoings whatsoever in respect of the Ship and its Earnings and Insurances shall be paid promptly. Proper accounting records shall be kept of the Ship and its Earnings.

Evidence of payments

23.16 At any time when a Default is continuing, the Lender shall be allowed proper and reasonable access to those accounting records when it requests it and, when it requires it, shall be given satisfactory evidence that:

(a) the wages and allotments and the insurance and pension contributions of the Ship's crew are being promptly and regularly paid;

(b) all deductions from its crew's wages in respect of any applicable Tax liability are being properly accounted for; and

(c) the Ship's master has no claim for disbursements other than those incurred by him in the ordinary course of trading on the voyage then in progress.

Repairers' liens

23.17 Except with approval, the Ship shall not be put into any other person's possession for work to be done on the Ship if the cost of that work will exceed or is likely to exceed the Major Casualty Amount for such Ship unless either (i) that person gives the Lender a written undertaking in approved terms not to exercise any lien on the Ship or its Earnings for any of the cost of such work or (ii) the Ship's insurers have specifically confirmed that the cost of the work is covered by the Ship's insurances or (iii) the Borrower or the Parent provides evidence to the Lender that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Lender.

Lawful use

23.18 The Ship shall not be employed:

(a) in any way or in any activity which is unlawful under international law or the domestic laws of any relevant country;

(b) in carrying illicit or prohibited goods;

(c) in a way which may make it liable to be condemned by a prize court or destroyed, seized or confiscated; or

(d) if there are hostilities in any part of the world (whether war has been declared or not), in carrying contraband goods

and the persons responsible for the operation of the Ship shall take all necessary and proper precautions to ensure that this does not happen, including participation in industry or other voluntary schemes available to the Ship and in which leading operators of ships operating under the same flag or engaged in similar trades generally participate at the relevant time.

War zones

23.19 The Ship shall not enter or remain in any zone which has been declared a war zone and/or high risk area by any government entity or the Ship's war risk insurers unless the requirements of the Ship's insurers necessary to ensure that the Ship remains properly and fully insured in accordance with the Finance Documents (including any requirement for the payment of extra insurance premiums or the effecting of any special, additional or modified insurance cover which shall be necessary or customary for first class ship owners trading or operating vessels within the territorial waters of such country at such time) have been complied with (and the Borrower has provided evidence of such additional insurance cover to the Lender).

Responsible ship recycling standards

23.20 The Borrower shall procure that each relevant Owner obtains and maintains an inventory of Hazardous Material in respect of the Ship(s) owned by it, prior to the implementation date(s) for the same under the Hong Kong Convention and the Ship Recycling Regulation and in any event prior to its sale for recycling.

23.21 Each Obligor further undertakes if any vessel that is or was a Mortgaged Ship is to be scrapped during the Facility Period, such vessel shall be recycled at a recycling yard which conducts its recycling business in a socially and environmentally responsible manner, in accordance with the provisions of the Hong Kong Convention.

24 Insurance

24.1 The Borrower undertakes that this clause 24 shall be complied with in relation to each Mortgaged Ship and its Insurances throughout the relevant Ship's Mortgage Period.

Insurance terms

24.2 In this clause 24:

excess risks means the proportion (if any) of claims for general average, salvage and salvage charges not recoverable under the hull and machinery insurances of a vessel in consequence of the value at which the vessel is assessed for the purpose of such claims exceeding its insured value.

excess war risk P&I cover means cover for claims only in excess of amounts recoverable under the usual war risk cover including (but not limited to) hull and machinery, crew and protection and indemnity risks.

hull cover means insurance cover against the risks identified in clause 24.3(a).

minimum hull cover means, in relation to a Mortgaged Ship, when aggregated with the amounts of marine risks cover of all other Mortgaged Ships, an amount equal at the relevant time to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and any undrawn and uncancelled Revolving Credit Facility Commitments that are not part of the Suspended Undrawn Revolving Credit Facility.

P&I risks means the usual risks (including liability for oil pollution, excess war risk P&I cover) covered by a protection and indemnity association which is a member of the International Group of protection and indemnity associations (or, if the International Group ceases to exist, any other leading protection and indemnity association or other leading provider of protection and indemnity insurance) (including, without limitation, the proportion (if any) of any collision liability not covered under the terms of the hull cover).

In this clause 24, a reference to "approved" means approved in writing by the Lender (acting reasonably).

For the purpose of this clause 24:

(a) Insurances, other than protection & indemnity, placed on terms no less restrictive than those contained in the latest version of the Nordic Marine Insurance Plan Full Conditions;

(b) Insurance companies and/or underwriters rated:

(i) A- or higher by Standard & Poor's Rating Group, AM Best or Fitch Ratings or A3 or higher by Moody's Investors Service and registered Lloyd's syndicates; and

(ii) BBB- or higher (but below A-) by Standard Poor's Rating Group or Baa3 or higher (but below A3) by Moody's Investors Service (or equivalent ratings from AM Best or Fitch Ratings), provided that no such insurer shall insure more than 5 per cent of the required total insurance coverage of the relevant Ship as determined in accordance with clause 24.3 (*Coverage required*);

(c) in respect to insurance brokers, all Lloyd's brokers, LSN Assurances, Edge Group, Cambiaso Risso, Willis Towers Watson and Eyssautier Verlingue, Tigermar Global Pte. Ltd. or such other insurance brokers approved by the Lender;

(d) protection and indemnity insurance placed with a protection and indemnity association or club which is a member of the International Group of P&I Clubs; and

(e) in respect to war risks (including war risk P&I cover), Den Norske Krigsforssikring for Skib and Singapore War Risks Mutual (or with any other approved insurance company, underwriters, and/or war risk associations),

shall be deemed "approved".

Coverage required

24.3 The Ship shall at all times be insured:

(a) against usual marine risks (including excess risks) and war risks (including war protection and indemnity risks and terrorism, piracy and confiscation risks) on an agreed value basis, for the higher of its minimum hull cover and its Fair Market Value (and with the aggregate insured value under the hull and machinery cover plus increased value insurance to be at least one hundred per cent (100%) of its Fair Market Value and the hull and machinery cover to be at least seventy per cent (70%) of its Fair Market Value at all times while the remaining cover may be taken out as increased value insurance);

(b) against P&I risks for the highest amount then available in the insurance market for vessels of similar age, size and type as the Ship (but, in relation to liability for oil pollution, for an amount of not less than $1,000,000,000) and freight, demurrage and defence cover;

(c) against such other risks and matters (except for loss of hire) which would be reasonable and expected in the international insurance market for vessels similar to the Ship and performing operations and in regions similar to the Ship which a prudent shipowner or operator would insure against at the time of that notice; and

(d) on terms which comply with the other provisions of this clause 24.

Placing of cover

24.4 The insurance coverage required by clause 24.3 (*Coverage required*) shall be:

(a) in the name of the relevant Owner and (in the case of the Ship's hull cover) no other primary named assured (unless such other person has duly executed and delivered:

(i) in the case of any Obligor or other Group Member, a first priority assignment of its interest in the Ship's Insurances; and

(ii) in the case of any unrelated company to the Borrower, an Insurance Undertaking,

in each case to the Lender in an approved form and provided such supporting documents and opinions in relation to that assignment as the Lender requires);

(b) if the Lender so requests, in the joint names of the relevant Owner and the Lender (and, to the extent reasonably practicable in the insurance market, without liability on the part of the Lender for premiums or calls);

(c) in dollars or another currency requested by the Borrower and approved by the Lender;

(d) arranged through approved brokers or direct with approved insurers or protection and indemnity or war risks associations; and

(e) on approved terms and with approved insurers or associations.

Deductibles

24.5 The aggregate amount of any excess or deductible under the Ship's hull cover shall not exceed an approved amount which is in line with international market standards.

Mortgagee's insurance

24.6 The Borrower shall promptly reimburse to the Lender the cost (as conclusively certified by the Lender) of taking out and keeping in force in respect of the Ship and the other Mortgaged Ships on approved terms, mortgagee's additional perils (pollution risks) cover for the benefit of the Lender for an aggregate amount up to one hundred and twenty per cent (120%) of the aggregate of the Loans outstanding and the undrawn and uncancelled Total Revolving Credit Facility Commitments.

24.7 The Lender may, for its own account (and, for the avoidance of doubt, at no cost to any Obligor), take out mortgagees interest insurance for non-performance of any insurance in respect of any of the Mortgaged Ships.

Fleet liens, set off and cancellations

24.8 If the Ship's hull cover also insures other vessels, the Lender shall either be given an undertaking in approved terms by the brokers or (if such cover is not placed through brokers or the brokers do not, under any applicable laws or insurance terms, have such rights of set off and cancellation) the relevant insurers that the brokers or (if relevant) the insurers will not:

(a) set off against any claims in respect of the Ship any premiums due in respect of any of such other vessels insured (other than other Mortgaged Ships); or

(b) cancel that cover because of non-payment of premiums in respect of such other vessels, or the Borrower shall ensure that hull cover for the Ship and any other Mortgaged Ships is provided under a separate policy from any other vessels.

Payment of premiums

24.9 All premiums, calls, contributions or other sums payable in respect of the Insurances shall be paid punctually and the Lender shall be provided with all relevant receipts or other evidence of payment upon request.

Instructions for renewal

24.10 The Borrower shall and shall procure that the relevant Owner shall:

(a) renew any insurance effected by it on approved terms before the expiry of that insurance; and

(b) promptly after the renewal notify the Lender in writing of the terms and conditions of the renewal.

Confirmation of renewal

24.11 The Borrower shall and shall procure that the relevant Owner shall (or shall procure that any approved broker will) promptly after the renewal of the relevant insurances provide the Lender with copies of all *pro forma* policies and/or cover notes relating to such insurances which such approved broker is to effect or renew.

P&I guarantees

24.12 Any guarantee or undertaking required by any protection and indemnity or war risks association or other approved war risks insurers in relation to any Ship shall be provided when required by such association or other approved war risks insurers.

Insurance documents

24.13 The Lender shall be provided with copies of all insurance policies and/or cover notes and other documentation issued by brokers, insurers and associations in connection with the Ship's Insurances as soon as they are available after they have been placed or renewed and all insurance policies and other documents relating to the Ship’s Insurances shall be deposited with any approved brokers or (if not deposited with approved brokers) the Lender or some other approved person.

Letters of undertaking

24.14 Unless otherwise approved where the Lender is satisfied that equivalent protection is afforded by the terms of the relevant Insurances and/or any applicable law and/or a letter of undertaking provided by another person, on each placing or renewal of the Insurances, the Lender shall be provided promptly with letters of undertaking in an approved form (having regard to general insurance market practice and law at the time of issue of such letter of undertaking) from the relevant brokers, insurers and associations.

Insurance Notices and Loss Payable Clauses

24.15 The interest of the Lender as assignee of the Insurances shall be endorsed on all insurance policies and other documents by the incorporation of a Loss Payable Clause and an Insurance Notice in respect of the Ship and its Insurances signed by the relevant Owner and, unless otherwise approved, each other person assured under the relevant cover (other than the Lender if it is itself an assured).

Insurance correspondence

24.16 If so required by the Lender, the Lender shall promptly be provided with copies of all material written communications between the assureds and brokers, insurers and associations relating to any of the Ship's Insurances as soon as they are available.

Qualifications and exclusions

24.17 All requirements applicable to the Ship's Insurances shall be complied with and the Ship's Insurances shall only be subject to approved exclusions or qualifications.

Independent report

24.18 The Lender may obtain a detailed report from an approved independent firm of marine insurance brokers giving their opinion on the adequacy of the Ship's Insurances at the Borrower's cost (a) on the first Utilisation and (b) at any time when an Event of Default is continuing and, if the approved independent firm of marine insurance brokers is to be a firm other than Marsh Maritime Advisory or BankServe, the Lender shall provide the Borrower with fifteen (15) days' notice of their intention to appoint such alternative independent firm of marine insurance brokers.

Collection of claims

24.19 All documents and other information and all assistance required by the Lender to assist it and/or the Lender in trying to collect or recover any claims under the Ship's Insurances shall be provided promptly.

Employment of Ship

24.20 The Ship shall only be employed or operated in conformity with the terms of the Ship's Insurances (including any express or implied warranties) and not in any other way (unless the insurers have consented and any additional requirements of the insurers have been satisfied).

Declarations and returns

24.21 If any of the Ship's Insurances are on terms that require a declaration, certificate or other document to be made or filed before the Ship sails to, or operates within, an area, those terms shall be complied with within the time and in the manner required by those Insurances.

Application of recoveries

24.22 All sums paid under the Ship's Insurances to anyone other than the Lender shall be applied in repairing the damage and/or in discharging the liability in respect of which they have been paid except to the extent that the repairs have already been paid for and/or the liability already discharged.

Settlement of claims

24.23 Any claim under the Ship's Insurances for a Total Loss or Major Casualty shall only be settled, compromised or abandoned with prior approval.

25 Minimum security value

The Borrower undertakes that this clause 25 will be complied with throughout any Mortgage Period.

Valuation of assets

25.1 For the purpose of the Finance Documents, the value at any time of any Mortgaged Ship or any other asset over which additional security is provided under this clause 25 will be its value as most recently determined in accordance with this clause 25 or, in respect of the first Utilisation, its value as determined by the valuations provided pursuant to clause 4 (*Conditions of Utilisation*) and otherwise in accordance with this clause 25.

Valuation frequency

25.2 Valuations of each Mortgaged Ship measured and each such other asset in accordance with this clause 25 shall be provided:

(a) in the case of each Ship, as a condition precedent to the first Utilisation pursuant to clauses 4.2 (*Conditions precedent to the delivery of the first Utilisation Request*) with such valuations provided being no older than forty five (45) days;

(b) thereafter on a semi-annual basis based on valuations dated as at 30 June and 31 December with valuation certificates to be provided within thirty (30) days after the end of each financial year and financial half-year of the Parent together with a Compliance Certificate in the form of Part B in Schedule 5 (*Form of Compliance Certificate*);

(c) for the purposes of clauses 7.7 (*Sale*) to 7.11 (*Total Loss*), if the latest semi-annual valuations provided pursuant to clause 25.2(b) above are older than ninety (90) days, no later than seven (7) days and no earlier than thirty (30) days before the relevant Mortgaged Ship's Disposal Repayment Date (Sale) or Disposal Repayment Date (Total Loss);

(d) for the purposes of the 'Substitute Ship' provisions in accordance with clause 25.15 (*Substitution of a Mortgaged Ship*); and

(e) where there is an Event of Default which is continuing, at any other time as may be required by the Lender. In addition, for the purposes of clause 25.14 (*Release of additional security*) only, the Borrower, at its own cost, may check the valuations of any Mortgaged Ship at any time.

Expenses of valuation

25.3 The Borrower shall bear, and reimburse to the Lender where incurred by the Lender, all costs and expenses of providing such a valuation.

Valuations procedure

25.4 The value of any Mortgaged Ship and any other ship provided as security for the Facilities shall be determined by Approved Brokers in accordance with this clause 25. Additional security provided under this clause 25 (save for any other ship provided as security for the Facilities) shall be valued in such a way, on such a basis and by such persons (including the Lender itself) as may be approved by the Lender or as may be agreed in writing by the Borrower and the Lender.

Currency of valuation

25.5 Valuations shall be provided by Approved Brokers in dollars.

Basis of valuation

25.6 Each valuation will be addressed to the Lender and made:

(a) on a fleet basis without physical inspection;

(b) on the basis of a sale for prompt delivery for a price payable in full in cash on delivery at arm's length on normal commercial terms between a willing buyer and a willing seller; and

(c) without taking into account the benefit or the burden of any charter commitment.

Information required for valuation

25.7 The Borrower shall promptly provide to the Lender and any such Approved Broker any information which they reasonably require for the purposes of providing such a valuation.

Approval of valuers

25.8 All valuers must be Approved Brokers for the purposes of this clause 25.

Appointment of valuers

25.9 When a valuation is required for the purposes of this clause 25, the Borrower shall promptly appoint Approved Brokers to provide such a valuation. If the Borrower fails to do so promptly, the Lender may appoint Approved Brokers to provide that valuation.

Number of valuers

25.10 Each valuation shall be carried out by two (2) Approved Brokers nominated by the Borrower. If the Borrower fails promptly to nominate two (2) Approved Brokers, then the Lender may nominate such Approved Brokers to carry out the valuation.

Differences in valuations

25.11 If valuations provided by the two (2) Approved Brokers differ by more than a margin of 10%, a third Approved Broker appointed by the Lender shall provide a valuation and the value of the relevant Ship for the purposes of the Finance Documents will be the average of all of the three (3) valuations.

Security shortfall

25.12 If at any time following a valuation check contemplated by clause 25.2 (*Valuation frequency*) the Security Value is less than the Minimum Value, the Lender may by notice to the Borrower require that such deficiency be remedied. The Borrower shall then within sixty (60) days of receipt of such notice ensure that the Security Value is no less than the Minimum Value. For this purpose, the Borrower may:

(a) provide additional security over other assets reasonably approved by the Lender in accordance with this clause 25 (and, for this purpose, if any cash security is provided in a form acceptable to the Lender then, for the purpose of this clause 25.12, such cash security shall have the same effect as if it had instead been used to prepay an amount of the Facilities pursuant to clause 25.12(b) below);

(b) prepay under and in accordance with clause 7.6 (*Voluntary prepayment*) a corresponding amount of the Facilities (and, for the avoidance of doubt, the Borrower may determine which Loan shall be prepaid as a consequence);

(c) cancel under clause 7.5 (*Voluntary cancellation*) a corresponding amount of the available and undrawn Total Revolving Credit Facility Commitments; and/or

(d) suspend the undrawn and uncancelled Revolving Credit Facility Commitments.

Any prepayment of any Revolving Credit Facility Loans pursuant to this clause 25.12 shall also result in the Total Revolving Credit Facility Commitments being automatically cancelled and reduced by the aggregate amount of such prepayments.

Creation of additional security

25.13 The value of any additional security which the Borrower offers to provide to remedy all or part of a shortfall in the amount of the Security Value will only be taken into account for the purposes of determining the Security Value or the Minimum Value if and when:

(a) that additional security, its value and the method of its valuation (except for in the case of any ship) have been approved by the Lender;

(b) a Security Interest over that security has been constituted in favour of the Lender in an approved form and manner;

(c) this Agreement has been unconditionally amended in such manner as the Lender requires in consequence of that additional security being provided; and

(d) the Lender, or its duly authorised representative, has received such documents and evidence it may require in relation to that amendment and additional security including documents and evidence of the type referred to in Schedule 3 (Conditions precedent) in relation to that amendment and additional security and its execution and (if applicable) registration.

Release of additional security

25.14 If at any time the Lender holds additional security provided under clause 25.12 (*Security shortfall*) and/or there is any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*) and the Security Value, disregarding the value of that additional security, exceeds the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), by at least five per cent (5%) of the Minimum Value, disregarding any cash security provided under clause 25.12 (*Security shortfall*) and any Suspended Undrawn Revolving Credit Facility as a result of clause 25.12 (*Security shortfall*), and the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, the Borrower may, by notice to the Lender, require the release and discharge of that additional security and/or that that Suspended Undrawn Revolving Credit Facility be included as Total Revolving Credit Facility Commitments and, subject to clause 6.9 (*Reduction – Revolving Credit Facility*), available in full for drawing again. In relation to the release of additional security under this clause the Lender shall promptly release and discharge that additional security if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge.

Substitution of a Mortgaged Ship

25.15 Subject to no Event of Default which is continuing, if at any time the Borrower requests the substitution of a Mortgaged Ship with another vessel (the **Substitute Ship**), the Lender shall consent to the substitution of such Mortgaged Ship on the following conditions:

(a) the Substitute Ship is a handy, LR1, LR2 or MR vessel and no older than the average age of the then Mortgaged Ships (and in any case, no older than the Mortgaged Ship being substituted);

(b) the Substitute Ship is seaworthy and in a satisfactory or similar condition to the Mortgaged Ship being substituted and is classed with an Approved Classification Society and registered under an Approved Flag State;

(c) subject to clause 25.12 (*Security shortfall*), the Security Value after the proposed substitution, including the Fair Market Value of the Substitute Ship but not including the Mortgaged Ship to be substituted, is or will be equal to or in excess of the Security Value at the time immediately before such substitution where the Security Value has been determined by reference to valuations provided no more than thirty (30) days previously, save that this clause 25.15(c) shall not apply to a substitution arising under clause 7.8(a) since clause 25.15(f) shall apply instead;

(d) equivalent guarantees and Security Interests are entered into in respect of the Substitute Ship on the date of substitution or, in the case of clause 7.8(a), within the time period required by that clause, on substantially the same terms or similar as the guarantees and Security Interests which are in place for all other Ships (including but not limited to (if required) a Shipowner Guarantee, the Mortgage, the Deed of Covenant, any Manager's Undertaking, any Insurance Undertaking, any notices of assignment and acknowledgements of those notices as required by any of such Security Documents and evidence that such Mortgage is registered against such Substitute Ship through the relevant Registry under the laws and flag of the relevant Flag State), and appropriate amendments are made to this Agreement and the other Finance Documents to reflect the change in Security Documents and the Substitute Ship (in each case to the reasonable satisfaction of the Lender) and receipt of legal opinions approved by the Lender in relation to such Security Documents;

(e) the Lender being satisfied with such documentation and information in relation to a Substitute Owner as the Lender may reasonably request through the Lender to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to the Lender, it being understood that such "know you customer" or similar identification procedures shall be no more onerous than those each other Owner has completed by virtue of being an Obligor under this Agreement and shall not be required if the Substitute Owner is an existing Obligor prior to the relevant substitution;

(f) in relation to such Substitute Ship:

(i) evidence that it is legally and beneficially owned by the relevant Owner and registered at least provisionally in the name of the relevant Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(ii) evidence that it is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for such Substitute Ship issued by the relevant Approved Classification Society;

(iii) evidence that it is insured in the manner required by the Finance Documents, together with an opinion from insurance consultants appointed by the Lender on such Insurances and evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Lender in an approved form in relation to the Insurances; and

(iv) copies of (i) the document of compliance issued in accordance with the ISM Code to the person who is the operator of such Substitute Ship for the purposes of that code; (ii) the safety management certificate in respect of such Substitute Ship issued in accordance with the ISM Code; (iii) the international ship security certificate in respect of each Ship issued under the ISPS Code; (iv) the certificate of financial responsibility issued pursuant to the United States law;

(v) where a technical manager of such Substitute Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the relevant Owner and the manager relating to the appointment of such manager for such Substitute Ship; or where such Substitute Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Substitute Ship as the Lender (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Lender enforces any Security Interest in respect of that Substitute Ship; and

(g) in relation to clause 7.8(a) only, the Substitute Ship being provided in substitution of the Mortgaged Ship that was sold shall have a Fair Market Value no less than the Fair Market Value of that Mortgaged Ship at the time of the relevant Disposal Repayment Date (Sale), such Fair Market Value of the Substitute Ship being determined no earlier than 30 days prior to it becoming a Substitute Ship and being determined on terms consistent with those set out in clause 25 (*Minimum security value*).

25.16 If the conditions in clause 25.15 are met to the Lender's satisfaction, the Lender shall then promptly release and discharge such Security Documents in respect of such Mortgaged Ship being substituted on the date of substitution if no Default is then continuing or will result from such release and discharge and, upon such release and discharge and, if so required by the Lender, the Borrower shall reimburse to the Lender any costs and expenses payable under clause 16.1 (*Transaction expenses*) in relation to that release and discharge and the entering into of new Security Documents in respect of the Substitute Ship.

26 Hedging Contracts

26.1 If, at any time during the Facility Period, the Borrower wishes to enter into any Treasury Transaction so as to hedge all or any part of its exposure under this Agreement to interest rate fluctuations, it shall advise the Hedging Provider in writing.

26.2 Any such Treasury Transaction shall be concluded with the Hedging Provider on the terms of the Hedging Master Agreement but no such Treasury Transaction shall be concluded unless:

(A)

(a) its purpose is to hedge the Borrower's interest rate risk in relation to the Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility) for a period expiring no later than the Final Repayment Date; and

(b) its notional principal amount, when aggregated with the notional principal amount of any other continuing Hedging Contracts, does not and will not exceed an aggregate notional principal amount that is equal to or less than the Loans and any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility);

or

(B) it is approved by the Lender and the Hedging Provider.

26.3 If and when any such Treasury Transaction has been concluded, it shall constitute a Hedging Contract for the purposes of the Finance Documents.

26.4 Other than the Treasury Transactions set out above, the Borrower shall not enter into Treasury Transactions in respect of the Facilities, except with approval of the Lender and the Hedging Provider.

Unwinding of Hedging Contracts

26.5 If, at any time, and whether as a result of any prepayment (in whole or in part) of the Loans or any cancellation (in whole or in part) of the Commitments or otherwise, the aggregate notional principal amount under all Hedging Transactions in respect of the Loans entered into by the Borrower exceeds or will exceed the amount of the Loans outstanding at that time (and including any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility)) after such prepayment or cancellation, then (unless otherwise approved by the Lender and the Hedging Provider) the Borrower shall immediately close out and terminate sufficient Hedging Transactions as are necessary to ensure that the aggregate notional principal amount under the remaining continuing Hedging Transactions equals, and will in the future be equal to, the amount of the Loans at that time (and including any undrawn and uncancelled Revolving Credit Facility Commitments (including any Suspended Undrawn Revolving Credit Facility)) and as scheduled to be repaid from time to time thereafter pursuant to clause 6 (*Repayment*).

Rights of Hedging Provider

26.6 The Hedging Provider will be entitled to share in the security constituted by the Security Documents in respect of any liabilities of the Borrower under the Hedging Contracts with the Hedging Provider in the manner and to the extent contemplated by the Finance Documents.

27 Business restrictions

27.1 Except as otherwise approved by the Lender the Borrower undertakes that this clause 27 will be complied with throughout the Facility Period.

Loans and credit

27.2 The Borrower shall not make, grant or permit to exist (i) any loans or any credit by it to anyone else or (ii) any guarantee in respect of the indebtedness of any person, other than:

(a) loans or credit to another Group Member;

(b) trade credit granted by it to its customers on normal commercial terms in the ordinary course of its trading activities; and

(c) guarantees issued on behalf of another member of the Group in the ordinary course of the Group's business including, without limitation, any guarantee to any (1) financier of any member of the Group; (2) trade creditor to a member of the Group; (3) owner of a ship chartered-in by a member of the Group; (4) charterer of a vessel chartered-out by a member of the Group; (5) ship yard or ship owner in relation to any ship to be acquired by a member of the Group; (6) ship yard relating to any repair, retrofitting or enhancement works to a ship owned by any member of the Group.

Contracts and arrangements with Affiliates

27.3 Neither the Parent, the Borrower nor the relevant Owner shall be party to any arrangement or contract with any of its Affiliates unless (except where the relevant Affiliate is the Parent or a wholly owned Subsidiary of the Parent) such arrangement or contract is on an arm's length basis.

Distributions and other payments

27.4 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), neither the Borrower nor the Parent shall:

(a) declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants for the time being in issue; or

(b) make any payment (including by way of set-off, combination of accounts or otherwise) by way of distribution, interest, repayment, redemption, purchase or other payment, in respect of any shareholder loan, loan note, loan stock or similar instrument.

27.5 If an Event of Default is continuing (or if an Event of Default would occur as a result therefrom), the Borrower and the Parent shall not redeem or purchase or otherwise reduce any of its equity or any other share capital or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner.

28 Events of Default

28.1 Each of the events or circumstances set out in clauses 28.2 to 28.40 is an Event of Default.

Non-payment

28.2 An Obligor does not pay on the due date any amount payable pursuant to a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) at the place at and in the currency in which it is expressed to be payable, unless its failure to pay is caused by an administrative or technical error and payment is made within three (3) Business Days of its originally applicable due date.

28.3 For the purposes of clause 28.2 and subject to the Lender's right to demand interest under clauses 8.3 to 8.5 (*Default interest*), payments expressed to be payable on demand without any identifiable grace period shall be treated as paid when due if paid within three (3) Business Days of demand.

Financial covenants

28.4 The Parent does not comply with clause 20 (*Financial covenants*) save that no Event of Default shall be deemed to have occurred if any breach of a financial covenant as at its semi-annual test date has been remedied prior to the Compliance Certificate notifying of the relevant breach being provided to the Lender in accordance with clause 19.7.

Value of security

28.5 The Borrower does not comply with clause 25.12 (*Security shortfall*).

Insurance

28.6 The Insurances of a Mortgaged Ship are not placed and kept in force in the manner required by clause 24 (*Insurance*).

28.7 Prior to any replacement cover being placed which has been approved by the Lender, any insurer either:

(a) cancels any such Insurances; or

(b) disclaims liability under them by reason of any mis-statement or failure or default by any person unless the Lender (acting reasonably) considers that such event is capable of remedy and is remedied within thirty (30) days of the date the relevant insurer disclaims liability.

Other obligations

28.8 An Obligor does not comply with any provision of the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) (other than those referred to in clause 28.2 (*Non-payment*), clause 28.4 (*Financial covenants*), clause 28.5 (*Value of security*) and clauses 28.6 to 28.7 (*Insurance*)).

28.9 No Event of Default under clause 28.8 above will occur if the Lender(acting reasonably) considers that the failure to comply is capable of remedy and the failure is remedied within thirty (30) days of the earlier of (A) the Lender giving notice to the Borrower, the Parent or the relevant Owner and (B) the Borrower, the Parent or the relevant Owner becoming aware of the failure to comply, provided in the case of clauses 19.15(i), 19.15(j) and 21.20 to 21.23 (*Sanctions*) only, the aforementioned grace period shall be no longer than any relevant grace period permitted by applicable law.

Misrepresentation

28.10 Any representation or statement made or deemed to be made by an Obligor in the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

Cross default

28.11 Any Financial Indebtedness of any Obligor or their Subsidiaries is not paid when due nor within any originally applicable grace period.

28.12 Any Financial Indebtedness of any Obligor or their Subsidiaries is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

28.13 Any commitment for any Financial Indebtedness of any Obligor or their Subsidiaries is cancelled or suspended by a creditor of that Obligor or Subsidiary as a result of an event of default (however described).

28.14 The counterparty to a Treasury Transaction entered into by any Obligor or their Subsidiaries terminates that Treasury Transaction by reason of an event of default (however described but not including a "Termination Event" as defined in the 2002 ISDA Master Agreement or equivalent events howsoever described).

28.15 Any creditor of any Obligor or their Subsidiaries becomes entitled to declare any Financial Indebtedness of that Obligor or Subsidiary due and payable prior to its specified maturity as a result of an event of default (however described).

28.16 No Event of Default will occur under clauses 28.11 to 28.15 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within clauses 28.11 to 28.15 above is less than $30,000,000 (or its equivalent in any other currency or currencies) in respect of any Obligor or their Subsidiaries.

Insolvency

28.17 An Obligor is unable or admits inability to pay its debts as they fall due, is deemed to, or is declared to, be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

28.18 The value of the assets of any Obligor (except for any Owner) is less than its liabilities (taking into account contingent and prospective liabilities).

28.19 A moratorium is declared in respect of any indebtedness of any Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

28.20 In the context of the balance sheet solvency of any Owner, if the Auditors of the Borrower or the Group qualify their report on the Annual Financial Statements in any way whatsoever considered by the Lender (acting reasonably) to be material and (within thirty (30) days following the receipt by the Lender of the relevant accounts and notification to the Borrower from the Lender that such qualification is deemed by the Lender to be material) the Borrower or the Group, as applicable, fails either (i) to demonstrate to the Lender that the qualification is of a technical nature only which has no substantive adverse implications for the credit standing of that Owner or (ii) to agree with the Lender a methodology for satisfying the Lender that the qualification has no substantive adverse implications for the credit standing of that Owner.

Insolvency proceedings

28.21 Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition, compromise, assignment or arrangement with any creditor of any Obligor; or

(c) the appointment of a liquidator, receiver, administrator, judicial manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor, any Charged Property of any Owner or all or substantially all of the assets of any other Obligor (including the directors of any Owner requesting a person to appoint any such officer in relation to it or any of its Charged Property or any other Obligor requesting a person to appoint any such officer in relation to it or all or substantially all of its assets),

or any analogous procedure or step is taken in any jurisdiction.

28.22 No Event of Default will occur under clause 28.21 (*Insolvency proceedings*) in respect of any winding up petition (or analogous procedure) which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement.

Creditors' process

28.23 Any expropriation, attachment, sequestration, distress, execution or any other analogous process or enforcement action affects any asset or assets (including enforcement by a landlord) of any Obligor and is not discharged within thirty (30) days.

28.24 Any judgment or order for an amount is made against any Obligor and is not stayed within sixty (60) days or complied with within the time period required by the relevant judgment or order or, if less, within sixty (60) days or such other period that the Lender may agree.

28.25 Any corporate action, legal proceedings or other procedure or step is taken in relation to enforcement of any Security Interest over any Charged Property of any Owner or enforcement of any Security Interest over all or substantially all of the assets of any other Obligor.

28.26 No Event of Default shall occur under clauses 28.23 to 28.25 if the aggregate amount of the relevant claim, judgment or order falling within clauses 28.23 to 28.25 above is less than $30,000,000 (or its equivalent in any other currency or currencies) or, in respect of clause 28.25 only:

(a) in respect of any winding up petition, legal proceedings or other procedure (or analogous procedure) or step taken which is frivolous or vexatious and which is discharged, stayed or dismissed within thirty (30) days of commencement;

(b) in respect of any enforcement of a Permitted Maritime Lien (other than by way of arrest) which is discharged and/or dismissed within thirty (30) days of such enforcement; or

(c) solely by virtue of any Mortgaged Ship being arrested.

Unlawfulness and invalidity

28.27 It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be effective.

28.28 Any obligation or obligations of any Obligor under any Finance Documents (other than a Hedging Contract or a Hedging Master Agreement) are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents (other than a Hedging Contract or a Hedging Master Agreement).

28.29 Any Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or any Security Interest created or expressed to be created or evidenced by the Security Documents ceases to be in full force and effect or is alleged by a party to it (other than the Lender) to be ineffective for any reason.

28.30 Any Security Document does not create legal, valid, binding and enforceable security over the assets charged under that Security Document or the ranking or priority of such security is adversely affected.

Cessation of business

28.31 Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business and such suspension or cessation would have a Material Adverse Effect, save that no Event of Default shall occur under this clause 28.31 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Ownership of the Obligors

28.32 An Obligor (other than the Parent) is not or ceases to be a wholly-owned direct or indirect Subsidiary of the Parent.

Expropriation

28.33 The authority or ability of any Obligor to conduct its business is wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets, save that no Event of Default shall occur under this clause 28.33 as a result of a Total Loss of a Mortgaged Ship or an event or circumstance which would constitute a Total Loss after the expiry of a grace period or the lapse of time.

Repudiation and rescission of Finance Documents (other than a Hedging Contract or a Hedging Master Agreement)

28.34 An Obligor rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement) or evidences an intention to rescind or repudiate a Finance Document (other than a Hedging Contract or a Hedging Master Agreement).

Litigation

28.35 Any litigation, alternative dispute resolution, arbitration or administrative proceeding is taking place, or threatened against any Obligor or any of its assets, rights or revenues which, if adversely determined, might reasonably be expected to have a Material Adverse Effect.

Material Adverse Effect

1.1 Any Environmental Incident or other event or circumstance or series of events (including any change of law) occurs which the Lender reasonably believe has, or is reasonably likely to have, a Material Adverse Effect.

Non-obligor Security Documents

28.36 Any breach arises under a Non-obligor Security Document which is capable of remedy and is not remedied within thirty (30) days (or if the remedy involves the removal of an Approved Manager, such longer period as is required by that Approved Manager's terms of engagement to remove that Approved Manager) of the earlier of (A) the Lender giving notice to the Borrower or relevant party to the applicable Non-obligor Security Document and (B) the Borrower or relevant party to the applicable Non-obligor Security Document becoming aware of the failure to comply.

Ship registration

28.37 Except with approval or as otherwise permitted by the terms of this Agreement, the registration of any Mortgaged Ship under the laws and flag of its Flag State is cancelled or terminated or, where applicable, not renewed or, if such Ship is only provisionally registered on the date of its Mortgage, such Ship is not permanently registered under such laws no later than 30 days before the deadline for permanent registration required by such Flag State.

Political risk

28.38 The Flag State of any Mortgaged Ship or Singapore becomes involved in hostilities or civil war or there is a seizure of power in the Flag State or Singapore by unconstitutional means if, in any such case, such event or circumstance, in the reasonable opinion of the Lender, has or is reasonably likely to have, a Material Adverse Effect and, within forty five (45) days of notice from the Lender to do so, such action as the Lender require to ensure that such event or circumstance will not have such an effect has not been taken by the relevant Obligor.

Hedging Contracts

28.39 An Event of Default (as defined in any Hedging Contract or such other equivalent definition(s) in any Hedging Contract) has occurred and is continuing under any Hedging Contract.

28.40 An Early Termination Date (as defined in any Hedging Contract or such other equivalent definitions in any Hedging Contract) is designated under any Hedging Contract under section 6(a) of the relevant Hedging Master Agreement.

28.41 No Event of Default will occur under clauses 28.39 or 28.40 (*Hedging Contracts*) at any time during the Loan Period.

Acceleration

28.42 On and at any time after the occurrence of an Event of Default which is continuing the Lender may, by notice to the Borrower:

(a) cancel the Total Commitments at which time they shall immediately be cancelled; and/or

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or

(c) declare that all or part of the Loans be payable on demand, at which time they shall immediately become payable on demand by the Lender; and/or

(d) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

Section 9 - Changes to Parties

29 Changes to the Lender

Assignments by the Lender

29.1 Subject to this clause 29, the Lender may assign any of its rights under any Finance Document to another bank or financial institution, trust, fund, insurer, reinsurer, or any other entity which, in each case, is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets (the **New Lender**).

Conditions of assignment

29.2 The consent of the Borrower is required for an assignment by the Lender, unless the assignment:

(a) to an Affiliate of the Lender; or

(b) at a time when a Default has occurred and is continuing unremedied and unwaived.

29.3 Any consent of the Borrower in relation to an assignment as described in clause 29.2 above shall:

(a) in the case of an assignment to a trust, fund, insurer, reinsurer or any other entity (other than a bank or financial institution) which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, be in the absolute discretion of the Borrower; and

(b) in the case of an assignment to another bank or financial institution, not be unreasonably withheld or delayed,

and will, in each instance, be deemed to have been given fifteen (15) Business Days after the Lender has requested consent unless consent is expressly refused by the Borrower within that time.

29.4 An assignment will only be effective on the New Lender entering into any documentation required for it to accede as a party to any Finance Document and Non-obligor Security Document to which the Lender is a party in its capacity as a Lender (including all rights being assigned to the New Lender by the Lender and the New Lender assuming all obligations of the Lender) and, in relation to such Finance Documents, completing any filing, registration or notice requirements.

Security over Lender's rights

29.5 In addition to the other rights provided to the Lender under this clause 29, the Lender may without consulting with or obtaining consent from an Obligor, at any time charge, pledge, assign or otherwise create a Security Interest in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:

(a) any charge, pledge, assignment or other Security Interest to secure obligations to a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank) including, without limitation, any assignment of rights to a special purpose vehicle where Security over securities issued by such special purpose vehicle is to be created in favour of a federal reserve or central bank (including, for the avoidance of doubt, the European Central Bank); and

(b) in the case of the Lender which is a fund, any charge, pledge, assignment or other Security Interest granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by the Lender as security for those obligations or securities, except that no such charge, pledge, assignment or Security Interest shall:

(c) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, pledge, assignment or Security Interest for the Lender as a party to any of the Finance Documents; or

(d) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

The limitations on assignments or transfers by the Lender set out in any Finance Document, in particular in clause 29 (*Changes to the Lender*), shall not apply to the creation or enforcement of any Security Interest pursuant to this clause 29.5.

30 Changes to the Obligors

30.1 No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement (unless prohibited in those documents)).

Section 10 – Security and application

31 Enforcement of the Security Interests pursuant to the Security Documents

To the extent permitted under applicable law and subject to clause 32 *(Application of Proceeds)*, each of the Obligors waives all rights it may otherwise have to require that the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents be enforced in any particular order or manner or at any particular time or that any amount received or recovered from any person, or by virtue of the enforcement of any of the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied by a particular time, provided that the Lender shall make each application as soon as is practicable after the relevant moneys are received by, or otherwise become available to, the Lender save that (without prejudice to any other provision contained in any Security Document) the Lender may credit any moneys received to a suspense account for so long and in such manner as the Lender may from time to time determine with a view to preserving its right to prove for the whole of its claim against the Borrower or any other person liable.

32 Application of proceeds

32.1 Order of application

All amounts from time to time received or recovered by the Lender pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents (for the purposes of this clause 32, the **Recoveries**) shall be held by the Lender to apply them (and subject to the provisions of this clause 32), in the following order of priority:

(a) in discharging all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Security Interests created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents taken in accordance with the terms of this Agreement;

(b) in or towards payment to the Lender of all amounts due to it but unpaid under the Finance Documents (other than the Hedging Contracts or any Hedging Master Agreement) (and, for this purpose, all monies shall be applied to reduce the Loans pro rata);

(c) in or towards payment to the Hedging Provider pro rata of any sums owing to them under any of those Finance Documents (other than any swap termination sums / close out payments owing to them under the Hedging Contracts);

(d) in or towards payment to the Hedging Provider pro rata of any termination sums owing to it under the Hedging Contracts;

(e) if none of the Obligors is under any further actual or contingent liability under any Finance Document, in payment or distribution to any person to whom the Lender is obliged to pay or distribute in priority to any Obligor; and

(f) the balance, if any, in payment or distribution to the relevant Obligor.

32.2 Currency conversion

(a) For the purpose of, or pending the discharge of, any of the Secured Obligations the Lender may:

(i) convert any moneys received or recovered by the Lender from one currency to another; and

(ii) notionally convert the valuation provided in any opinion or valuation from one currency to another,

in each case at the Lender's spot rate of exchange for the purchase of that other currency with the currency in which the relevant moneys are received or recovered or the valuation is provided in the London foreign exchange market at or about 11:00 am (London time) on a particular day.

(b) The obligations of any Obligor to pay in the due currency shall only be satisfied:

(i) in the case of clause 32.2(a)(i) above, to the extent of the amount of the due currency purchased after deducting the costs of conversion; and

(ii) in the case of clause 32.2(a)(ii) above, to the extent of the amount of the due currency which results from the notional conversion referred to in that clause.

33 Conduct of business by the Lender

33.1 Lender's tax affairs

No provision of this Agreement will:

(a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

34 Payment mechanics

Payments to the Lender

34.1 On each date on which an Obligor is required to make a payment under a Finance Document (other than a Hedging Contract), that Obligor shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

34.2 Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender specifies.

No set-off by Obligors

34.3 All payments to be made by an Obligor under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Partial payments

34.4 If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Obligors (or any of them) under the Finance Documents, the Lender shall apply that payment towards the obligations of that Obligor under the Finance Documents in any order selected by the Lender. This clause 34.4 will override any appropriation made by an Obligor.

Business Days

34.5 Any payment under the Finance Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

34.6 During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

Currency of account

34.7 Subject to clauses 34.8 to 34.9, dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

34.8 A repayment of all or part of a Loan or an Unpaid Sum and each payment of interest shall be made in dollars on its due date.

34.9 Each payment in respect of the amount of any costs, expenses or Taxes or other losses shall be made in dollars and, if they were incurred in a currency other than dollars, the amount payable under the Finance Documents shall be the equivalent in dollars of the relevant amount in such other currency on the date on which it was incurred.

34.10 All moneys received or held by the Lender or by a Receiver under a Security Document in a currency other than dollars may be sold for dollars and the Obligor which executed that Security Document shall indemnify the Lender against the full cost in relation to the sale. Neither the Lender nor such Receiver will have any liability to that Obligor in respect of any loss resulting from any fluctuation in exchange rates after the sale.

Change of currency

34.11 Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(a) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(b) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

34.12 If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Interbank Market and otherwise to reflect the change in currency.

Disruption to payment systems etc.

34.13 If either the Lender determines (in its discretion) that a Payment Disruption Event has occurred or the Lender is notified by the Borrower that a Payment Disruption Event has occurred:

(a) the Lender may, and shall if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Facilities as the Lender may deem necessary in the circumstances;

(b) the Lender shall not be obliged to consult with the Borrower in relation to any changes mentioned in clause 34.13(a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(c) any such changes agreed upon by the Lender and the Borrower shall (whether or not it is finally determined that a Payment Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents; and

(d) the Lender shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Lender) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this clause 34.13.

Hedging

34.14 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in clauses 34.3, 34.5, 34.7, 34.9, 34.11 and 34.13 above do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

35 Set-off

35.1 The Lender may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

35.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 35 (*Set-off*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Lender in connection with the Facilities.

36 Notices

Communications in writing

36.1 Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax (which shall always be accompanied by email) or letter or email.

Addresses

36.2 The address, email address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Obligor or the Lender for any communication or document to be made or delivered under or in connection with the Finance Documents is:

(a) in the case of any Obligor which is a Party, that identified with its name in Schedule 1 (The original parties);

(b) in the case of any Obligor which is not a Party, that identified in any Finance Document to which it is a party; and

(c) in the case of the Lender and Hedging Provider that identified with its name in Schedule 1 (*The original parties*), or, in each case, any substitute address, fax number, or department or officer as an Obligor may notify to the Lender (or the Lender may notify to the Obligors who are Parties, if a change is made by the Lender) by not less than five (5) Business Days' notice.

Delivery

36.3 Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, only when received in legible form by at least one of the relevant email addresses of the person(s) to whom the communication is made, and, if a particular department or officer is specified as part of its address details provided under clause 36.2 (*Addresses*), if addressed to that department or officer.

36.4 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in Schedule 1 (*The original parties*) (or any substitute department or officer as the Lender shall specify for this purpose).

36.5 Any communication or document made or delivered to the Borrower in accordance with this clause will be deemed to have been made or delivered to each of the Obligors.

36.6 Any communication or document which becomes effective, in accordance with clauses 36.3 to 36.5 above, after 5:00 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

English language

36.7 Any notice given under or in connection with any Finance Document shall be in English.

36.8 All other documents provided under or in connection with any Finance Document shall be:

(a) in English; or

(b) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Hedging

36.9 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 36 (*Notices*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

37 Calculations and certificates

Accounts

37.1 In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

Certificates and determinations

37.2 Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

Day count convention

37.3 Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Interbank Market differs, in accordance with that market practice.

Hedging

37.4 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 37 (*Calculations* and *certificates*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

38 Partial invalidity

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

38.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 38 (*Partial invalidity*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

39 Remedies and waivers

39.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any of the Finance Documents on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

39.2 Notwithstanding anything in clause 1.1 (*Definitions*), references to the Finance Documents or a Finance Document in this clause 39 (*Remedies and waivers*) do not include any Hedging Contract or Hedging Master Agreement entered into by the Borrower with the Hedging Provider in connection with the Facilities.

40 Replacement of Screen Rate

40.1 Subject to clauses 40.2, if a Screen Rate Replacement Event has occurred, any amendment or waiver which relates to:

(a) providing for the use of a Replacement Benchmark in place of (or in addition to) the Screen Rate; and

(b) any or all of the following:

(i) aligning any provision of any Finance Document to the use of that Replacement Benchmark;

(ii) enabling that Replacement Benchmark to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Benchmark to be used for the purposes of this Agreement);

(iii) implementing market conventions applicable to that Replacement Benchmark;

(iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Benchmark;

(v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Benchmark (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation), may be made with the consent of the Lender and the Borrower.

(c) In this clause 40.1:

Relevant Nominating Body means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

Replacement Benchmark means a benchmark rate which is:

(i) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(A) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (B) above;

(ii) in the opinion of the Lender and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(iii) in the opinion of the Lender and the Borrower, an appropriate successor to the Screen Rate.

Screen Rate Replacement Event means, in relation to the Screen Rate:

(i) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Lender, and the Borrower materially changed;

(ii) any of the following applies:

(A) either:

1) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

2) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(B) the administrator of the Screen Rate publicly announces that it has ceased or will cease, to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(C) the supervisor of the administrator of the Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued;

(D) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used;

(E) the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

1) stating that that Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

2) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(F) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

1) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender and the Borrower) temporary; or

2) that Screen Rate is calculated in accordance with any such policy or arrangement for a period no less than the period of twenty (20) Business Days; or

(iii) in the opinion of the Lender and the Borrower, the Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

40.2 If, as at 28 February 2023, this Agreement provides that the rate of interest for any Loan is to be determined by reference to the Screen Rate:

(a) a Screen Rate Replacement Event shall be deemed to have occurred on that date in relation to the Screen Rate; and

(b) the Lender and the Obligors shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate from and including a date no later than 30 April 2023 (or such later date as the Lender may agree, in any case not later than 31 May 2023).

41 Confidentiality

Confidential Information

41.1 The Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by clause 41.2 (*Disclosure of Confidential Information*), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

Disclosure of Confidential Information

41.2 The Lender may disclose:

(a) to any of its Affiliates, head offices, regional offices and all its other affiliated companies, branch offices and representatives in any jurisdiction and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives and any party who provides or may potentially provide insurance or reinsurance in relation to the Facilities and any insurance broker or reinsurance broker in connection with such purposes and each of their professional advisers' such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this clause (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns (or may potentially assign) all or any of its rights and/or obligations under one or more Finance Documents and, in each case, to any of that person's Affiliates, Representatives, and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom clauses 41.2(b)(i) or 41.2(b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in clauses 41.2(b)(i) or 41.2(b)(ii) above;

(v) to whom information is required or requested or where it is considered by the Lender to be in its interests (taking into account any applicable laws or regulations) to be disclosed by any court of competent jurisdiction, tribunal, quasi-government, administrative, supervisory body or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) who is a Party;

(viii) with the consent of the Borrower; or

(ix) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security Interest (or may do so) pursuant to clause 29.5 (Security over Lender’s rights).

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to sub-clauses 41.2(b)(i), 41.2(b)(ii) and 41.2(b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to sub-clause 41.2(b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidential Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to sub-clauses 41.2(b)(v), 41.2(b)(vi) and 41.2(b)(ix) of clause 41.2(b) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances;

(c) to any service provider or any person appointed by the Lender (whether in Singapore or outside Singapore) or by a person to whom clause 41.2(b)(i) or 41.2(b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, know-your-customer checks and ongoing monitoring, in compliance with applicable laws and regulations, including without limitation, laws and regulations to prevent money laundering and counter-terrorist financing, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this clause 41.2(c) if the service provider to whom the Confidential Information is to be given is bound under a duty of confidentiality with the Lender or has otherwise entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender;

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors;

(e) to any direct or indirect provider of credit protection (including its professional advisers or brokers) such Confidential Information as may be required to be disclosed to enable such provider of credit protection to make its assessment in relation to the Finance Documents and/or the Obligors if the provider of credit protection to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(f) such Confidential Information as the Lender shall acting reasonably consider appropriate to any person whom the Lender believes in good faith to be an authorised signatory of the Borrower, any Obligor or any member of the Group (as the case may be), or a person who is authorised to receive the Confidential Information on behalf of any Obligor; and

(g) such Confidential Information as the Lender shall acting reasonably consider appropriate to any person who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act (Chapter 19) of Singapore which sets out, inter alia, the persons to whom customer information may be disclosed.

Nothing in any Finance Document shall prevent disclosure of any Confidential Information or other matter to the extent that preventing that disclosure would otherwise cause any transaction contemplated by the Finance Documents or any transaction carried out in connection with any transaction contemplated by the Finance Documents to become an arrangement described in Part II A 1 of Annex IV of Directive 2011/16/EU.

Entire agreement

41.3 This clause 41 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

Inside information

41.4 The Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

Notification of disclosure

41.5 The Lender agrees (to the extent permitted by law and regulation) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to clause 41.2(b)(v) (*Disclosure of* Confidential Information) except where such disclosure is made to any of the persons referred to in that clause during the ordinary course of its supervisory or regulatory function; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this clause 41 (*Confidentiality*).

Continuing obligations

41.6 The obligations in this clause 41 (*Confidentiality*) are continuing and, in particular, shall survive and remain binding on the Lender for a period of twelve (12) months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which the Lender otherwise ceases to be a Party.

Publication

41.7 The Lender agrees that it will not make any public announcement, comment or statement about its arrangement in the Facilities without the prior written consent of the Borrower, save that following the first Utilisation Date, the Lender may disclose the Borrower's names, it's commitments and roles hereunder and any other information already in the public domain without the Borrower's consent.

41.8 Clause 41.7 above is not and shall not be deemed to constitute, an express or implied agreement by the Lender with any Obligor for a higher degree of confidentiality than that prescribed in Section 47 of, and the Third Schedule to, the Singapore Banking Act (Chapter 19).

Personal Data Protection Act

41.9 Without prejudice to any Data Protection Agreement (whether existing at the date of this Agreement or entered into from time to time) (as defined below), each Obligor represents and warrants that, to the extent required by applicable law and regulations (including, without limitation, the Personal Data Protection Act 2012 of Singapore (the **PDPA**)), prior to the disclosure of any Personal Data to the Lender, it has provided notice to and obtained the necessary consents from the relevant individuals whose Personal Data is being disclosed to the Lender to allow the Lender to collect, use and/or disclose their Personal Data for or in connection with the Purposes (as defined below). Each Obligor further represents and warrants that it will, should it become aware that any individual whose Personal Data was previously disclosed to the Lender has subsequently withdrawn such consent or whose Personal Data is no longer accurate, notify the Lender thereof and promptly provide to the Lender with the updated Personal Data. Any consent given pursuant to this Agreement in relation to Personal Data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Agreement.

For the purposes of this clause 41.9:

Data Protection Agreement means any document relating to the agreement and consent from an individual in relation to the use, collection and/or disclosure of his/ her Personal Data in connection with the purposes set out in that document entered or to be entered into between any Obligor and the Lender;

Personal Data shall have the meaning given to it in the PDPA;

Purposes shall refer to one or more of the following purposes:

(a) collecting, using, disclosing, sharing, storing and processing (through authorised service providers, relevant third parties or otherwise) the individuals' Personal Data for or in connection with the Transaction;

(b) administering and/or managing the Transaction and dealing in all matters relating to the Transaction including (i) the carrying out of due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or internal risk management procedures (including but not limited to those designed to combat financial crime, "know-your customer", anti-money laundering, counter-terrorist financing or anti-bribery), (ii) credit checks and assessments, (iii) prevention and investigation of crime, fraud, misconduct, any unlawful action or omission and (iv) complying with policies and procedures that may be required by law, applicable regulation, guidelines or notices and/or that may have been put in place by the Lender applying to the Transaction; and

(c) such other purposes as set out in the Lender's data privacy statement (a copy of which has been extended to each Obligor); and

Transaction means the execution of the Agreement and the other Finance Documents and the performance of all transactions by the Lender, including the exercise of all rights, remedies and powers of or by the Lender, as contemplated under the Agreement and the other Finance Documents.

42 Confidentiality of Funding Rates

42.1 Confidentiality and disclosure

(a) The Lender and each Obligor agree to keep each Funding Rate confidential and not to disclose it to anyone, save to the extent permitted by clause 42.1(b) below.

(b) Each Obligor may disclose any Funding Rate, to:

(i) any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this clause 42.1(b)(i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the relevant Obligor, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the relevant Obligor, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the Lender.

42.2 **Related obligations**

(a) Each Obligor acknowledges that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each Obligor undertake not to use any Funding Rate for any unlawful purpose.

(b) Each Obligor agrees (to the extent permitted by law and regulation) to inform the Lender:

(i) of the circumstances of any disclosure made pursuant to clause 42.1(b)(ii) *(Confidentiality and disclosure)* except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this clause 42.

42.3 **No Event of Default**

No Event of Default will occur under clause 28.8 *(Other obligations)* by reason only of an Obligor's failure to comply with this clause 42.

43 Counterparts

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

44 Contractual recognition of bail-in

Notwithstanding any other term of any Finance Document or any other agreement, arrangement or understanding between the Parties, each Party (and any other Obligor who is a party to any other Finance Document to which this clause is expressed by the terms of that other Finance Document to apply) acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Finance Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Finance Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

Section 12 - Governing Law and Enforcement

45 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

46 Enforcement

Jurisdiction of Singapore courts

46.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a Dispute).

46.2 The Parties agree that the courts of Singapore are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

46.3 Clauses 46.1 and 46.2 are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Service of process

46.4 Without prejudice to any other mode of service allowed under any relevant law, the Parent:

(a) irrevocably appoints the Borrower as its Singapore process agent as its agent for service of process in relation to any proceedings before the Singapore courts in connection with any Finance Document;

(b) agrees that failure by a process agent to notify the Parent of the process will not invalidate the proceedings concerned; and

(c) if any person appointed as process agent for the Parent is unable for any reason to act as agent for service of process, the Parent must immediately (and in any event within ten (10) days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
The original parties

Borrower

Name:	Hafnia Pte. Ltd.
Original Jurisdiction of formation	Singapore
Registration number (or equivalent, if any)	201510759D
Registered office	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

Parent

Name of Parent	Hafnia Limited
Original Jurisdiction of formation	Bermuda
Registration number (or equivalent, if any)	49023
Singapore process agent	Hafnia Pte. Ltd.
Registered office	Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda
Email communications	corptf@hafniabw.com; spa@hafniabw.com; mta@hafniabw.com; jte@hafniabw.com
Address for service of notices	10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438

The Lender

Name	Skandinaviska Enskilda Banken AB (publ), Singapore Branch
Facility Office, address, email address, fax number and attention details for notices	**Documentation/ Credit matters:** Contact Persons: Mr Johan Lindström / Mr James Bailey /Ms Sze Bin Gan Telephone No.: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Fax No.: +65 6634 3370 Address: 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 E-mail Address: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se **Loan administrative purposes:** Contact Persons: Ms Pauline Ng / Ms Emily Heng Telephone No.: +65 6357 0813 / +65 6357 0841 Fax No.: +65 6634 3371 Address: 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 E-mail Address: singaporeloanadmin@seb.se
Term Loan Facility Commitment ($)	68,575,000
Revolving Credit Facility Commitment ($)	15,825,000
Total:	84,400,000

Hedging Provider

Name	Skandinaviska Enskilda Banken AB (publ)
Facility Office, address, email address, fax number and attention details for notices	Contact Persons: Mr Johan Lindström / Mr James Bailey /Ms Sze Bin Gan Telephone No.: +47 2282 7147 / +65 6350 1392 / +65 6350 13 Fax No.: +47 2282 7147 / +65 6350 1392 / +65 6350 1376 Address: Kungsträdgårdsgatan 8, SE-10640, Stockholm, Sweden E-mail Address: johan.lindstrom@seb.se / james.bailey@seb.se / sze-bin.gan@seb.se

Schedule 2
Ship information

Ship	Name	IMO Number	Type of Ship	Owner	Flag State	Approved Classification Society
1	BW Eagle	9708071	MR	BW Clearwater Pte. Ltd.	Singapore	Lloyd's Register
2	BW Hawk	9607198	MR	BW Clearwater Pte. Ltd.	Singapore	American Bureau of Shipping
3	BW Kestrel	9607203	MR	BW Clearwater Pte. Ltd.	Singapore	American Bureau of Shipping
4	BW Merlin	9682239	MR	BW Clearwater Pte. Ltd.	Singapore	DNV

Schedule 3
Conditions precedent

In this Schedule 3, "copy" or "certified copy" or "certified extract" means, in respect of a document and a person, a certificate of a director or the company secretary of the relevant person or external legal counsel or notary public dated as of a date reasonably near the first Utilisation Date certifying and attaching as a true, complete and up-to-date copy, such document.

Part 1

Initial conditions precedent to signing

1 Obligors' corporate documents

(a) A copy of the Constitutional Documents of each Obligor.

(b) A certified copy of a resolution (or a certified copy of an extract of a resolution) of the board of directors (as the case may be) of each Obligor (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party (**Relevant Documents**) and resolving that it execute the Relevant Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Relevant Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Relevant Documents to which it is a party.

(c) If applicable, a copy of a resolution of the board of directors of the relevant company, establishing any committee referred to in paragraph 1(b) above and conferring authority on that committee.

(d) A specimen of the signature of each person authorised by the resolution referred to in paragraph 1(b) above in relation to the Finance Documents and related documents.

(e) A certificate of the Parent (signed by a director) confirming that borrowing or guaranteeing or securing, as appropriate, the Total Commitments would not cause any borrowing, guarantee, security or similar limit binding on any Obligor to be exceeded.

(f) A copy of any power of attorney under which any person is to execute any of the Relevant Documents on behalf of any Obligor.

(g) A certificate of an authorised signatory of the relevant Obligor certifying that each copy document relating to it specified in this Part of this Schedule is correct, complete and in full force and effect and has not been amended or superseded as at a date no earlier than the date of this Agreement and that any such resolutions or power of attorney have not been revoked.

(h) In respect of the Parent, a copy of a certificate of compliance issued by the Registrar of Companies in Bermuda.

2 “Know your customer” information

Such documentation and information as the Lender may reasonably request to comply with "know your customer" or similar identification procedures under all laws and regulations applicable to the Lender.

3 Other documents and evidence

(a) Evidence that any process agent referred to in clause 46.4 (*Service of process*) or any equivalent provision of any other Finance Document entered into on or before the first Utilisation Date, if not an Obligor, has accepted its appointment.

(b) A copy of any other authorisation or other document, opinion or assurance which the Lender considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(c) The Original Financial Statements.

(d) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

4 Group Structure

A copy of the current group structure chart for the Group.

Part 2

Conditions precedent to the delivery of the first Utilisation Request

1 Corporate documents

If there is a delay of more than one month between the provision of the conditions in Part 1 of this Schedule 3 and the conditions in Part 2 of this Schedule 3:

(a) a certificate of an authorised signatory of the Owner certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended; and

(b) a certificate of an authorised signatory of each other Obligor which is party to any of the Original Security Documents required to be executed at or before the first Utilisation Date certifying that each copy document relating to it specified in Part 1 of this Schedule remains correct, complete and in full force and effect as at a date no earlier than a date approved for this purpose and that any resolutions or power of attorney referred to in Part 1 of this Schedule in relation to it have not been revoked or amended.

2 Legal opinions

The following legal opinions, each addressed to the Lender:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, in the agreed form as approved by the Lender;

(b) a legal opinion Norton Rose Fulbright (Asia) LLP on matters of Singapore law, in the agreed form as approved by the Lender;

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, in the agreed form as approved by the Lender.

3 Other documents and evidence

(a) A copy of any other authorisation or other document, opinion or assurance which the Lender considers to be necessary (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

(b) Evidence that the fees, commissions, costs and expenses then due from the Borrower pursuant to clause 11 (Fees) and clause 16 (Costs and expenses) have been paid or will be paid by the first Utilisation Date.

(c) If relevant, an assurance from the Borrower that any withholding tax will be paid or that an application to the relevant tax authorities has or will be sent.

4 Hedging Master Agreements

If the Borrower is to enter into any hedging arrangements with the Hedging Provider in accordance with the terms of this Agreement on or prior to the first Utilisation Date, evidence that the Hedging Master Agreements have been executed by the Borrower and the Hedging Provider.

5 Value of security

Valuations for all the Ships obtained (not more than forty five (45) days before the first Utilisation Date) and prepared on a basis in accordance with clause 25 (*Minimum security value*).

Part 3

Ship and security conditions precedent

1 Security

(a) The Mortgage and the Deed of Covenant in respect of each Ship duly executed by the Owner.

(b) The Shipowner Guarantee in respect of each Ship duly executed by the Owner.

(c) Any Manager's Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant manager.

(d) If applicable, any Insurance Undertaking in respect of each Ship required on the first Utilisation Date pursuant to the Finance Documents duly executed by the relevant person.

(e) Duly executed notices of assignment and acknowledgements of those notices as required by any of the above Security Documents.

2 Registration of Ships Evidence that each Ship:

(a) is legally and beneficially owned by the Owner and registered at least provisionally in the name of the Owner through the relevant Registry as a ship under the laws and flag of the relevant Flag State;

(b) is classed with the relevant Classification free of any overdue requirements and recommendations of the relevant Approved Classification Society, such evidence being the classification certificate for each Ship issued by the relevant Approved Classification Society; and

(c) is insured in the manner required by the Finance Documents.

3 Mortgage registration

Evidence that on the first Utilisation Date, any existing registered mortgages on each Ship shall be discharged and evidence that the Mortgage in respect of each Ship has been (or will, on the first Utilisation Date, be) registered against the relevant Ship through the relevant Registry under the laws and flag of the relevant Flag State.

4 Legal opinions

The following legal opinions, each addressed to the Lender:

(a) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of English law, substantially in the agreed form as approved by the Lender;

(b) a legal opinion of Norton Rose Fulbright (Asia) LLP on matters of Singapore law, substantially in the agreed form as approved by the Lender; and

(c) a legal opinion of Conyers Dill & Pearman Limited on matters of Bermuda law, substantially in the agreed form as approved by the Lender.

5 Insurance

In relation to each Ship's Insurances:

(a) an agreed form opinion from insurance consultants appointed by the Lender on such Insurances;

(b) evidence that such Insurances have or will be been placed in accordance with clause 24 (*Insurance*); and

(c) evidence that approved brokers, insurers and/or associations have issued or will issue letters of undertaking in favour of the Lender in an approved form in relation to the Insurances.

6 ISM and ISPS Code

Copies of:

(a) the document of compliance issued in accordance with the ISM Code to the person who is the operator of each Ship for the purposes of that code;

(b) the safety management certificate in respect of each Ship issued in accordance with the ISM Code;

(c) the international ship security certificate in respect of each Ship issued under the ISPS Code; and

(d) if so requested by the Lender with the Lender providing not less than 5 Business Days' prior written notice prior to the Utilisation Date, any other certificates issued under any applicable code required to be observed by each Ship or in relation to its operation under any applicable law.

7 Fees and expenses

Evidence that the fees, commissions, costs and expenses that are due from the Borrower pursuant to clause 11 (*Fees*) and clause 16 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

8 Environmental matters

Evidence of each Ship's certificate of financial responsibility issued pursuant to the United States law.

9 Management Agreement

Where:

(a) a technical manager of a Ship has been approved in accordance with clause 22.6 (*Manager*), a copy, certified by an approved person to be a true and complete copy, of each technical management agreement (but not, for the avoidance of doubt, any commercial management agreement) between the Owner and the manager relating to the appointment of such manager for that Ship;

(b) a Ship is entered into a pooling arrangement pursuant to a Pool Agreement, such pertinent information in respect of the Pool Agreement related to that Ship as the Lender (in conjunction with its legal advisers) may reasonably request including, without limitation, the parties to the Pool Agreement, the notice period for termination of the Pool Agreement and any terms of the Pool Agreement which could impact or otherwise be relevant in the case that the Lender enforces any Security Interest in respect of that Ship.

10 Other conditions

A copy of any other document, authorisation, opinion or assurance which the Lender reasonably considers to be necessary or desirable (if it has notified the Borrower accordingly within a reasonable period of time) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

Part 4

Conditions subsequent

1 Company registrations

Within thirty (30) days of the first Utilisation Date, evidence that all necessary company registrations in any Relevant Jurisdiction have been effected.

2 Legal opinions

Within five (5) Business Days of the first Utilisation Date, issuance of the following legal opinions:

(a) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of English law, substantially in the form approved by the Lender;

(b) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of Singapore law, substantially in the form approved by the Lender;

(c) A legal opinion of Conyers Dill & Pearman Limited addressed to the Lender on matters of Bermuda law, substantially in the form approved by the Lender.

3 Insurances

Within thirty (30) days of the first Utilisation Date, copies of:

(a) the issued opinion from insurance consultants appointed by the Lender on such Insurances; and

(b) the issued letters of undertaking in favour of the Lender in an approved form in relation to the Insurances.

Schedule 4
Utilisation Request

From: Hafnia Pte. Ltd. (as **Borrower**)

To: Skandinaviska Enskilda Banken AB (publ), Singapore Branch (as **Lender**)

Dated: [●]

Dear Sirs

Up to $84,400,000 Facility Agreement dated [●] 2021 (the Agreement)

1 We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow [the Term Loan][a Revolving Credit Facility Loan] on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount of the [Term Loan][Revolving Credit Facility Loan]:	$[●]

3 We confirm that each condition specified in clause 4.6 (*Further conditions precedent*) is satisfied on the date of this Utilisation Request.

4 The purpose of this [Term Loan][Revolving Credit Facility Loan] is as specified in clause 3 (*Purpose*) and its proceeds should be credited to [to state full name and account details of relevant existing agent bank, being [DNB Bank ASA] or [the designated account in the name of the Borrower]].

5 We confirm that we will use the proceeds of this [Term Loan][Revolving Credit Facility Loan] for our benefit and under our full responsibility and exclusively for the purposes specified in the Agreement.

6 The [first] Interest Period for the said [Term Loan][Revolving Credit Facility Loan] shall end on a Quarter Date, being [state Quarter Date], in accordance with clause [9.6][9.4] (*Selection of Interest Periods*).

7 This Utilisation Request is irrevocable.

Yours faithfully

_____

authorised signatory for Hafnia Pte. Ltd.

Schedule 5
Form of Compliance Certificate

Form of Compliance Certificate – Part A

To: Skandinaviska Enskilda Banken AB (publ), Singapore Branch as Lender

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $84,400,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 19.7 (*Provision and contents of Compliance Certificate*) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 I/We confirm that, based on the calculations set out in the appendix attached to this certificate:

(a) Adjusted Equity Ratio

On a consolidated basis the Adjusted Equity was [●]% (being not less than 25% of the sum of the Liabilities and Adjusted Equity on the last day of the most recently elapsed fiscal half year).

(b) Minimum Adjusted Equity

On a consolidated basis the Adjusted Equity was $[●] on the last day of the most recently-elapsed fiscal half year (being not less than $350,000,000).

(c) Minimum Liquidity

On a consolidated basis, Minimum Liquidity was $[●] on the last day of the most recently elapsed fiscal half year (being equal to or greater than $60,000,000).

3 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

4 We attach the financial statements and accounts required to be provided pursuant to clause 19 (*Information undertakings*) of the Agreement.

Signed by:

_____

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Form of Compliance Certificate – Part B

To: Skandinaviska Enskilda Banken AB (publ), Singapore Branch as Lender

From: Hafnia Limited as Parent

Dated: [●]

Dear Sirs

Up to $84,400,000 Facility Agreement dated [●] 2021 (the Agreement)

1 I/We refer to the Agreement. This is a Compliance Certificate as referred to in clause 25.2 (Valuation frequency) and clause 25.12 (Security shortfall) of the Agreement. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2 [I/We confirm that no Default is continuing.] [If this statement cannot be made, the certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.]

3 Pursuant to clause 25.12 (Security shortfall) of the Agreement, we attach the calculations confirming that the Security Value is higher than the Minimum Value.

4 We attach valuations of each Mortgaged Ship as required to be provided pursuant to clause 25.2 (Valuation *frequency*) of the Agreement.

Signed by:

_____

[Authorised Signatory] [Chief Financial Officer]

HAFNIA LIMITED

Schedule 6
Repayment Schedule

Period	Repaymen Date	Term Loan	RCF	Total Repayment	Term Loan Outstanding	RCF Outstanding	Total Facility Outstanding
0	31 Dec 2021				68,575,000	15,825,000	84,400,000
1	31 Mar 2022	-1,560,000		-1,560,000	67,015,000	15,825,000	82,840,000
2	30 Jun 2022	-1,560,000		-1,560,000	65,455,000	15,825,000	81,280,000
3	30 Sep 2022	-1,560,000		-1,560,000	63,895,000	15,825,000	79,720,000
4	31 Dec 2022	-1,560,000		-1,560,000	62,335,000	15,825,000	78,160,000
5	31 Mar 2023	-1,560,000		-1,560,000	60,775,000	15,825,000	76,600,000
6	30 Jun 2023	-1,560,000		-1,560,000	59,215,000	15,825,000	75,040,000
7	30 Sep 2023	-1,560,000		-1,560,000	57,655,000	15,825,000	73,480,000
8	31 Dec 2023	-1,560,000	-15,825,000	-17,385,000	56,095,000		56,095,000
9	31 Mar 2024	-1,560,000		-1,560,000	54,535,000		54,535,000
10	30 Jun 2024	-1,560,000		-1,560,000	52,975,000		52,975,000
11	30 Sep 2024	-1,560,000		-1,560,000	51,415,000		51,415,000
12	31 Dec 2024	-1,560,000		-1,560,000	49,855,000		49,855,000
13	31 Mar 2025	-1,560,000		-1,560,000	48,295,000		48,295,000
14	30 Jun 2025	-1,560,000		-1,560,000	46,735,000		46,735,000
15	30 Sep 2025	-1,560,000		-1,560,000	45,175,000		45,175,000
16	31 Dec 2025	-1,560,000		-1,560,000	43,615,000		43,615,000
17	31 Mar 2026	-1,560,000		-1,560,000	42,055,000		42,055,000
18	30 Jun 2026	-1,560,000		-1,560,000	40,495,000		40,495,000
19	30 Sep 2026	-1,560,000		-1,560,000	38,935,000		38,935,000
20	31 Dec 2026	-38,935,000		-38,935,000			

SIGNATURES

THE BORROWER

HAFNIA PTE. LTD

By: /s/ Petrus Wouter Van Echtelt

THE PARENT

HAFNIA PTE. LTD

By: /s/ Petrus Wouter Van Echtelt

THE LENDER

SKANDIANVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

By: /s/ Sue Ann Gan
Sue Ann Gan (Attorney-in-fact)

By: /s/ Zara Loh
Zara Loh (Attorney-in-fact)

THE HEDGING PROVIDER

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)

By: /s/ Sue Ann Gan
Sue Ann Gan (Attorney-in-fact)

By: /s/ Zara Loh
Zara Loh (Attorney-in-fact)

Exhibit 4.17

Execution version

Dated 30 March 2023

HAFNIA PTE. LTD.

as Borrower and

HAFNIA LIMITED

as Parent

and

BW CLEARWATER PTE. LTD.

as Owner

and

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH

as Lender

and

SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)

as Hedging Provider

AMENDMENT AGREEMENT RELATING TO AN UP TO $84,400,000 SENIOR SECURED TERM LOAN AND REVOLVING CREDIT FACILITY DATED 17 DECEMBER 2021

NORTON ROSE FULBRIGHT

Contents

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THIS AGREEMENT is dated 30 March 2023 and made between:

1) **HAFNIA PTE. LTD.,** a company incorporated under the laws of Singapore, with registration number 201510759D and registered address at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the **Borrower);**

2) **HAFNIA LIMITED,** a company incorporated under the laws of Bermuda, with registration number 49023 and registered office address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda (the **Parent);**

3) **BW CLEARWATER PTE. LTD.,** a company incorporated under the laws of Singapore, with UEN no. 201412450K and registered address at 10 Pasir Panjang Road #18-01 Mapletree Business City Singapore 117438 (the **Owner);**

4) **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH,** located at 50 Collyer Quay #12-03, OUE Bayfront, Singapore 049321 (the **Lender);** and

5) **SKANDINAVISKA ENSKILDA BAN KEN AB (PUBL),** a banking corporation organised under the laws of Sweden, with registration number 502032-9081 (the **Hedging Provider).**

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement:

Effective Date has the meaning given in clause 4 *(Effective* Date)

Original Agreement means the facility agreement for senior secured loans of up to US$84,400,000 dated 17 December 2021 between the Borrower, the Parent, the Lender and the Hedging Provider.

1.2 In this Agreement unless a contrary indication appears:

(a) No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this Agreement.

(b) This Agreement may be executed in counterparts.

(c) In accordance with the Original Agreement, each of the Borrower and the Lender designate this Agreement a Finance Document.

(d) Terms and expressions defined in the Original Agreement shall have the same meanings when used herein, unless otherwise defined herein or the context otherwise requires.

(e) The provisions of Clause 1.2 *(Construction)* in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to the Original Agreement referred to this Agreement.

1.3 The provisions of clause 44 *(Contractual recognition of bail-in)* in the Original Agreement apply to this Agreement as if set out in it with all necessary changes and as if references to Finance Documents referred to this Agreement.

2 Amendments

With effect from the Effective Date, the Original Agreement will be amended as follows:

2.1 The following amendments shall be made in clause 1.1 *(Definitions):*

(a) a new definition of **"Additional Business Day"** shall be inserted, in alphabetical order, as follows:

"Additional Business Day means any day specified as such in the Compounded Rate Terms."

(b) a new definition of **"Amendment Agreement"** shall be inserted, in alphabetical order, as follows:

"Amendment Agreement means the amendment agreement dated 30 March 2023 made between the Borrower, the Parent, the Owner, the Lender and the Hedging Provider, amending certain terms of this Agreement."

(c) the definition of **"Break Costs"** shall be deleted in its entirety, and replaced with the following:

"Break Costs:

(a) means, in respect of a Term Rate Loan, the amount (if any) by which:

(i) the interest (excluding the Margin) which the Lender should have received for the period from the date of receipt of all or any part of its funding of that Loan or relevant part of it or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or relevant part of it or Unpaid Sum, had the principal amount or Unpaid Sum received been paid on the last day of that Interest Period;

exceeds:

(ii) the amount which the Lender would be able to obtain by placing an amount equal to the relevant principal amount or Unpaid Sum received by it on deposit with a leading bank for a period starting on the Business Day following receipt or recovery and ending on the last day of that Interest Period; and

(b) in respect of a Compounded Rate Loan, has the meaning given to the term in Schedule 7 *(Compounded Rate Terms)."*

(d) the definition of **'Business Day"** shall be deleted in its entirety, and replaced with the following:

"Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Stockholm and Singapore and:

(a) in relation to determining LIBOR, a London Business Day; and

(b) in relation to:

(i) any date for payment or purchase of an amount relating to a Compounded Rate Loan; or

(ii) the determination of the first day or the last day of an Interest Period for a Compounded Rate Loan or Unpaid Sum, or otherwise in relation to the determination of the length of such an Interest Period,

which is an Additional Business Day relating to that Loan or Unpaid Sum."

(e) a new definition of **"Central Bank Rate"** shall be inserted, in alphabetical order, as follows:

"Central Bank Rate has the meaning given to that term in the Compounded Rate Terms."

(f) a new definition of **"Central Bank Rate Adjustment"** shall be inserted, in alphabetical order, as follows:

"Central Bank Rate Adjustment has the meaning given to that term in the Compounded Rate Terms."

(g) a new definition of **"Compounded Rate Interest Payment"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Interest Payment" means the aggregate amount of interest that:

(a) is, or is scheduled to become, payable under any Finance Document; and

(b) relates to a Compounded Rate Loan."

(h) a new definition of **"Compounded Rate Loan"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Loan means any Loan or, if applicable, any Unpaid Sum which is, or becomes, a 'Compounded Rate Loan' pursuant to clause BA *(Rate Switch)."*

(i) a new definition of **"Compounded Rate Supplement"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Supplement means a document which:

(a) is agreed in writing by the Borrower and the Lender;

(b) specifies the relevant terms which are expressed in this Agreement to be determined by reference to Compounded Rate Terms; and

(c) has been made available to the Borrower and the Lender."

() a new definition of **"Compounded Rate Terms"** shall be inserted, in alphabetical order, as follows:

"Compounded Rate Terms means the terms set out in Schedule 7 *(Compounded Rate Terms)* or in any Compounded Rate Supplement."

(k) a new definition of **"Compounded Reference Rate"** shall be inserted, in alphabetical order, as follows:

"Compounded Reference Rate means, in relation to any RFR Banking Day during the Interest Period of a Compounded Rate Loan, the percentage rate per annum which is the aggregate of:

(a) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and

(b) the applicable Credit Adjustment Spread."

(l) a new definition of **"Compounding Methodology Supplement"** shall be inserted, in alphabetical order, as follows:

"Compounding Methodology Supplement means, in relation to the Daily Non• Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

(a) is agreed in writing by the Borrower and the Lender; (b)

specifies a calculation methodology for that rate; and (c)

has been made available to Borrower and the Lender."

(m) a new definition of **"Credit Adjustment Spread"** shall be inserted, in alphabetical order, as follows:

"Credit Adjustment Spread means, in respect of any Compounded Rate Loan, any rate which is either:

(a) specified as such in the Compounded Rate Terms; or

(b) determined by the Lender in accordance with the methodology specified in the Compounded Rate Terms."

(n) a new definition of **"Cumulative Compounded RFR Rate"** shall be inserted, in alphabetical order, as follows:

"Cumulative Compounded RFR Rate means, in relation to an Interest Period for a Compounded Rate Loan the percentage rate per annum determined by the Lender in accordance with the methodology set out in Schedule 9 (*Cumulative Compounded RFR Rate)* or in any relevant Compounding Methodology Supplement."

(o) a new definition of **"Daily Non-Cumulative Compounded RFR Rate"** shall be inserted, in alphabetical order, as follows:

"Daily Non-Cumulative Compounded RFR Rate means, in relation to any RFR Banking Day during an Interest Period for a Compounded Rate Loan, the percentage rate per annum determined by the Lender in accordance with the methodology set out in Schedule 8 *(Daily Non-Cumulative Compounded RFR Rate)* or in any relevant Compounding Methodology Supplement."

(p) a new definition of **"Daily Rate"** shall be inserted, in alphabetical order, as follows:

"Daily Rate means the rate specified as such in the Compounded Rate Terms."

(q) the definition of **"Finance Documents"** shall be amended by inserting the following words at the end of the definition before the words "and any other document designated as such by the Lender and the Borrower":

", the Amendment Agreement, any Compounded Rate Supplement, any Compounding Methodology Supplement"

(r) a new definition of **"Lookback Period"** shall be inserted, in alphabetical order, as follows:

"Lookback Period means the number of days specified as such in the Compounded Rate Terms."

(s) a new definition of **"Market Disruption Rate"** shall be inserted, in alphabetical order, as follows:

"Market Disruption Rate means the rate (if any) specified as such in the Compounded Rate Terms."

(t) the definition of **"Month"** shall be deleted in its entirety, and replaced with the following:

"Month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) other than where paragraph (b) below applies:

(i) (subject to paragraph (iii) below) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in the calendar month in which that period is to end (if there is one) or on the immediately preceding Business Day (if there is not);

(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) in relation to an Interest Period for a Compounded Rate Loan (or any other period for the accrual of commission or fees) or a period at the end of which a Repayment Date falls, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Compounded Rate Terms.

The above rules will only apply to last Month of any period."

(u) a new definition of **"Quoted Tenor"** shall be inserted, in alphabetical order, as follows:

"Quoted Tenor means, in relation to the Screen Rate, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service."

(v) a new definition of **"Rate Switch Date"** shall be inserted, in alphabetical order, as follows:

"Rate Switch Date means 30 June 2023 or any other date as agreed between the Borrower and Lender."

(w) a new definition of **"Reference Rate"** shall be inserted, in alphabetical order, as follows:

"Reference Rate means:

(a) in respect of a Term Rate Loan, LIBOR; and

(b) in respect of a Compounded Rate Loan, the Compounded Reference Rate."

(x) a new definition of **"Relevant Market"** shall be inserted, in alphabetical order, as follows:

"Relevant Market means prior to the Rate Switch Date (or as the context may require, in relation to a Term Rate Loan) the London interbank market and on or after the Rate Switch Date (or as the context may require in relation to a Compounded Rate Loan), the market specified as such in the Compounded Rate Terms."

(y) a new definition of **"Reporting Day"** shall be inserted, in alphabetical order, as follows:

"Reporting Day means the day (if any) specified as such in the Compounded Rate Terms."

(z) a new definition of **"Reporting Time"** shall be inserted, in alphabetical order, as follows:

"Reporting Time means the relevant time (if any) specified as such in the Compounded Rate Terms."

(aa) a new definition of **"RFR"** shall be inserted, in alphabetical order, as follows:

"RFR has the meaning given to it in Schedule 7 *(Compounded Rate Terms)."*

{bb) a new definition of **"RFR Banking Day"** shall be inserted, in alphabetical order, as follows:

"RFR Banking Day has the meaning given to it in Schedule 7 *(Compounded Rate Terms)."*

(cc) the definition of **"Screen Rate"** shall be deleted in its entirety, and replaced with the following:

"Screen Rate means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for dollars and the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate)."

(dd) a new definition of **"Term Rate Loan"** shall be inserted, in alphabetical order, as follows:

"Term Rate Loan" means any Loan, or, if applicable, Unpaid Sum which is not a Compounded Rate Loan."

2.2 The following sub-clauses will be added to clause 1.2 *(Construction):*

"(dd) the Lender's **"cost of funds"** is a reference to the average cost (determined either on an actual or a notional basis) which the Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that Loan for a period equal in length to the Interest Period for that Loan;"

2.3 The following sub-clauses will be added to clause 1.2 *(Construction):*

"(ee) A reference in this Agreement to a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Lender after consultation with the Borrower.

(h) A reference in this Agreement to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

(i) Any Compounded Rate Supplement overrides anything in:

(i) Schedule 7 *(Compounded Rate Terms);* or

(ii) any earlier Compounded Rate Supplement.

() A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

(i) Schedule 8 *(Daily Non-Cumulative Compounded RFR Rate)* or Schedule 9 *(Cumulative Compounded RFR Rate),* as the case may be; or

(ii) any earlier Compounding Methodology Supplement."

2.4 Clause 7.6 *(Voluntary prepayment)* shall be deleted in its entirety and replaced with the following:

"Voluntary prepayment

7.6 The Borrower may, if it gives the Lender not less than:

(a) in the case of a Term Rate Loan, five (5) Business Days' prior written notice; or

(b) in the case of a Compounded Rate Loan, five (5) RFR Banking Days' prior written notice,

prepay the whole or part of the Loans (but if in part, being an amount that reduces the amount of the Loans by a minimum amount of $5,000,000), on the last day of an Interest Period for the Loans (or any other date subject to the payment of Break Costs (if any)). No penalty shall be applied to any voluntary prepayment under this clause save as set out below. The Borrower may in its discretion nominate which Loans to prepay. Any prepayment of the Term Loan shall reduce the remaining repayment instalments under the Term Loan in accordance with clause 6.5 *(Adjustment of scheduled repayments).*

In the event the Borrower makes in excess of five (5) separate prepayments pursuant to this clause 7.6 in any calendar year, whether in respect of the Term Loan or any Revolving Credit Facility Loan or any combination thereof, the Borrower shall pay to the Lender, in respect of the sixth (6") prepayment and each prepayment thereafter, a fee in an amount equal US$2,000 in addition to, and at the same time as, the amount prepaid.

2.5 A new clause 8A *(Rate Switch)* shall be inserted before clause 8 *(Interest)* as follows:

"BA Rate Switch

Switch to Compounded Reference Rate

8A.1 Subject to clause 8A.2 *(Early termination of Interest Periods),* on and from the Rate Switch Date:

(a) use of the Compounded Reference Rate will replace the Screen Rate for the calculation of interest for each Loan; and

(b) any Loan or any Unpaid Sum will be a **Compounded Rate Loan** and clause 8.2 *(Calculation of interest- Compounded Rate Loans)* will apply to each such Loan or Unpaid Sum.

Early termination of Interest Periods

8A.2 If:

(a) an Interest Period for a Loan would otherwise end on a day which falls after the Rate Switch Date; and

{b) the Rate Switch Date was scheduled to occur during that Interest Period,

that Interest Period will instead end on the Rate Switch Date."

2.6 Clause 8 *(Interest)* shall be deleted in its entirety and replaced with the following:

"8 Interest

Calculation of interest - Term Rate Loan

8.1 The rate of interest on a Term Rate Loan for an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) LIBOR.

8.2 Calculation of interest -- Compounded Rate Loan

(a) The rate of interest on each Compounded Rate Loan for any day during an Interest Period is the percentage rate per annum which is the aggregate of the applicable:

(i) Margin; and

(ii) Compounded Reference Rate for that day.

(b) If any day during an Interest Period for a Compounded Rate Loan is not an RFR Banking Day, the rate of interest on that Compounded Rate Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

Payment of interest

8.3 The Borrower to shall pay accrued interest on:

(a) each Revolving Credit Facility Loan; and

{b) on the Term Loan,

on the last day of each Interest Period and, if the Interest Period for that Loan is longer than three (3) months, on the dates falling at three (3) monthly intervals after the first day of the Interest Period, provided that the first interest payment date for each Loan advanced on the first Utilisation Date shall be the First Repayment Date.

Default interest

8.4 If an Obligor fails to pay any amount payable by it under a Finance Document (other than a Hedging Contract) to the Lender on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which, subject to clause 8.5 below, is two per cent (2%) per annum higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan to which it relates for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this clause 8.4 shall be im m ediately payable by the Obligor on dem and by the Lender.

8.5 If any overdue am ount consists of all or part of a Term Rate Loan which becam e due on a day which was not the last day of an Interest Period relating to that Loan or the relevant part of it:

(i) the first Interest Period fo r that overdue am ount will have a duration equal to the unexpired portion of the current Interest Period relating to that Loan or the relevant part of it; and

(ii) the rate of interest applying to the overdue am ount during that first Interest Period will be two per cent (2%) per annum higher than the rate which would have applied if the overdue am ount had not becom e due.

8.6 Default interest payable (if unpaid) arising on an overdue am ount will be com pounded with the overdue am ount at the end of each Interest Period applicable to that overdue am ount but will rem ain im m ediately due and payable.

Notification of rates of interest

8.7 The Lender will promptly notify the Borrower of the determination of a rate of interest relating to a Term Rate Loan.

8.8 The Lender shall promptly upon a Compounded Rate Interest Payment being determinable relating to a Compounded Rate Loan notify the Borrower of:

(a) that Compounded Rate Interest Payment;

(b) each applicable rate of interest relating to the determination of that Compounded Rate Interest Payment; and

(c) to the extent it is then determinable, the Market Disruption Rate (if any) relating to the Compounded Rate Loan.

This clause 8.8 shall not apply to any Compounded Rate Interest Payment determined pursuant to clause 10.3 *(Cost of funds).*

8.9 The Lender shall promptly notify the Borrower of each Funding Rate relating to a Loan.

8.10 The Lender shall promptly notify the Borrower of the determination of a rate of interest relating to a Loan to which clause 10.3 (*Cost of funds)* applies.

8.11 This clause shall not require the Lender to make any notification to any Party on a day which is not a Business Day."

2.7 Clause 9.8 *(Selection of Interest Periods)* shall be deleted in its entirety and replaced with the following:

"9.8 No Interest Period shall:

(a) be longer than six (6) Months (in respect of any Compounded Rate Loan);

(b) extend beyond:

(i) the Rate Switch Date (in respect of any Term Rate Loan);

(ii) the Final Repayment Date (in respect of the Term Loan); or

(iii) the Revolving Credit Facility Maturity Date (in respect of any Revolving Credit Facility Loan)."

2.8 Clause 9.10 *(Non-Business* Days) shall be deleted in its entirety and replaced with the following:

"9.10 Non-Business Days

(i) Other than where paragraph (b) below applies, if an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

() In respect of a Compounded Rate Loan, any rules specified as **Business Day Conventions** in Schedule 7 *(Compounded Rate Terms)* shall apply to each Interest Period for that Compounded Rate Loan or Unpaid Sum."

2.9 The title of clause 10.1 shall be amended so that it reads: *"Unavailability of Screen Rate prior to Rate Switch Date"* and any reference therein to "Loan" shall be amended to ''Term Rate Loan.

2.10 A new clause 10.2A *(Interest calculation if no RFR or Central Bank Rate)* shall be included as follows:

"Interest calculation if no RFR or Central Bank Rate

10.2A If:

(a) there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for a Compounded Rate Loan; and

(b) ***"Cost offunds will apply as a fa/lback"*** is specified in respect of that Loan in the Compounded Rate Terms for that Loan,

Clause 10.3 (Cost *of funds)* shall apply to that Loan for that Interest Period."

2.11 Clause 10.2 *(Market Disruption)* shall be deleted in its entirety and replaced with the following:

"10.2 Market disruption

(a) In the case of a Term Rate Loan, if by noon {London time) on the next Business Day after the Quotation Day for an Interest Period the Lender notifies the Borrower that the cost to it of funding that Term Rate Loan or relevant part of it from the wholesale market for dollars would be in excess of LIBOR then clause 10.3 *(Cost of funds)* shall apply to that Loan or relevant part of it for the relevant Interest Period.

(b) In the case of a Compounded Rate Loan, if:

(i) a Market Disruption Rate is specified in the Compounded Rate Terms; and

(ii) before the Reporting Time for that Loan, the Lender notifies the Borrower that the cost to it of funding that Compounded Rate Loan would be in excess of the Market Disruption Rate,

then clause 10.3 *(Cost of funds)* shall apply to that Compounded Rate Loan for the relevant Interest Period."

2.12 Paragraph (a) of clause 10.3 *(Cost of Funds)* shall be deleted in its entirety and replaced with the following:

"(a) If this clause 10.3 applies, neither clause 8.1 *(Calculation of interest- Term Rate Loan)* nor clause 8.2 *(Calculation of interest- Compounded Rate Loan)* shall apply to that Loan for that Interest Period and the rate of interest on shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event:

(A) in relation to a Term Rate Loan before the close of business on the date falling ten (10) Business Days after the Quotation Day (or, if earlier, on the date falling ten (10) Business Days before the date on which interest is due to be paid in respect of that Interest Period); or

(B) in relation to a Compounded Rate Loan, by the Reporting Time,

to be that which expresses as a percentage rate per annum its cost of funds relating that Loan from whatever source it may reasonably select."

2.13 Clause 10.5 *(Break* Costs) shall be deleted in its entirety and replaced with the following:

"10.5 Break Costs

(a) Subject to paragraph (b) below, the Borrower shall, within six (6) Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day prior to the last day of an Interest Period for that Loan or Unpaid Sum or relevant part of it.

(b) Paragraph (a) *above* shall apply in respect of a Compounded Rate Loan if an amount is specified as Break Costs in Schedule 7 *(Compounded Rate Terms)*

(c) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, confirm by email or otherwise the amount of its Break Costs for any Interest Period in which they accrue."

2.14 Clause 40.1 *(Replacement of Screen Rate)* shall be deleted in its entirety and replaced with the following:

"40.1 Changes to reference rates

(a) If a Published Rate Replacement Event has occurred in relation to any Published Rate for a currency which can be selected for a Loan, any amendment or waiver which relates to:

(i) providing for the use of a Replacement Reference Rate in relation to that Published Rate; and

(ii)

(A) aligning any provision of any Finance Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Lender and the Borrower.

(b) An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on a Compounded Rate Loan under this Agreement to any recommendation of a Relevant Nominating Body which:

(i) relates to the use of the RFR on a compounded basis in the international or any relevant loan markets; and

(ii) is issued on or after the date of this Agreement,

may be made with the consent of the Lender and the Borrower.

(c) In this clause 40.1:

"Published Rate" means:

(a) an RFR; or

(b) the Screen Rate for any Quoted Tenor.

"Published Rate Replacement Event" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Lender and the Borrower, materially changed;

(b)

(i)

(A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be perm anently or indefinitely discontinued;

(iv) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;

(v) in the case of the Screen Rate for any Quoted Tenor for LIBOR, the supervisor of the administrator of that Screen Rate makes a public announcement or publishes information:

(A) stating that that Screen Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(B) wi th awareness that any such announcement or publication will engage certain triggers for tailback provisions in contracts which may be activated by any such pre-cessation announcement or publication; or

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determ ines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or tailback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Lender and the Borrower) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the period which is specified as the "RFR Contingency Period" in the Compounded Rate Terms relating to that Published Rate; or

(d) in the opinion of the Lender and the Borrower, that Published Rate is otherw ise no longer appropriate for the purposes of calculating interest under this Agreement.

"Relevant Nominating Body" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"Replacement Reference Rate" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Lender and the Borrower, generally accepted in the international or any relevant loan markets as the appropriate successor to a Published Rate; or

(c) in the opinion of the Lender and the Borrower, an appropriate successor to a Published Rate.

2.15 The references to "Clause 40.1 *(Replacement of Screen Rate)"* shall be amended to refer to "Clause 40.1 *(Changes to reference rates)".* ·

2.16 Clauses 8.8 and 40.2 shall be deleted in its entirety.

2.17 Clause 37 .3 *(Day count convention)* shall be deleted in its entirety and replaced with the following:

"37.3 Day count convention and interest calculation

(a) Any interest, commission or fee accruing under a Finance Document will accrue from day to day and the amount of any such interest, commission or fee is calculated:

(i) on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice; and

(ii) subject to paragraph (b) below, without rounding.

(b) The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Finance Document shall be rounded to 2 decimal places."

2.18 A new Schedule 7 *(Compounded Rate Terms)* shall be inserted as follows:

"Schedule 7

Compounded Rate Terms

CURRENCY:	Dollars.
Cost of funds as a fa/lback	
Cost of funds will apply as a fallback.	
Definitions **Additional Business Days:**	An RFR Banking Day.
Break Costs:	None specified.
Business Day Conventions (definition of "Month" and Clause 9.10 (Non• *Business Days)):*	(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period: (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end. (b} If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).
Central Bank Rate:	(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or

(b) if that target is not a single figure, the arithmetic mean of:

(i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and

(ii) the lower bound of that target range.

Central Bank Rate Adjustment: means in relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the twenty per cent (20%) trimmed arithmetic mean (calculated by the Lender of the Central Bank Rate Spreads for the five most immediately preceding RFR Banking Days for which the RFR is available.

Central Bank Rate Spread: means, in relation to any relevant RFR Banking Day, the difference (expressed as a percentage rate per annum) calculated by the Lender:

(a) the RFR for that relevant RFR Banking Day; and

(b) the Central Bank Rate prevailing at close of business on that RFR Banking Day.

in respect of each interest period which is for a period:

(a) of up to and including one (1) week, zero point zero three eight three nine per cent. (0.03839%) per annum;

(b) of more than one (1) week and up to and including one (1) month, zero point one one four four eight per cent. (0.11448%) per annum;

(c) of more than one (1) month and up to and including three (3) months, the lower of:

a. zero point two six one six one per cent. (0.26161%) per annum; and

b. the Credit Adjustment Spread rate set forth in the Confirmation entered into after the date of this Amendment Agreement and on or prior to the Rate Switch Date and applicable in respect of the floating leg;

(d) of more than three (3) months and up to and including six (6) months, zero point four two eight two six per cent. (0.42826%) per annum.

Daily Rate:

The **"Daily Rate"** for any RFR Banking Day is:

(a) the RFR for that RFR Banking Day; or

(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:

(i) the Central Bank Rate for that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment; or

(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:

(i) the most recent Central Bank Rate for a day which is no more than five (5) RFR Banking Days before that RFR Banking Day; and

(ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to five (5) decimal places and if, in either case, the aggregate of that rate and the applicable Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the applicable Credit Adjustment Spread is zero.

Lookback Period:

Five RFR Banking Days.

Market Disruption Rate:

The percentage rate per annum which is the aggregate of:

(a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Compounded Rate Loan; and

(b) the applicable Credit Adjustment Spread.

Relevant Market:

The market for overnight cash borrowing collateralised by US Government securities.

Reporting Day:

The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

RFR :

The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

RFR Banking Day:	Any day other than: (a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.
Screen Rate Contingency Period:	30 days
Reporting Times	
Deadline for the Lender to report market disruption in accordance with Clause 10.2 *(Market disruption)*	Close of business in Singapore on the Reporting Day for the relevant Loan.
Deadline for Lender to report its cost of funds in accordance with Clause 10.3 *(Cost of funds)*	Close of business on the date falling two (2) Business Days after the Reporting Day for the relevant Loan (or, if earlier, on the date falling three (3) Business Days before the date on which interest is due to be paid in respect of the Interest Period for that Loan)."

2.19 A new Schedule 8 *(Daily Non-Cumulative Compounded RFR* Rate) to be inserted as follows:

"Schedule 8

Daily Non-Cumulative Compounded RFR Rate

The **"Daily Non-Cumulative Compounded RFR Rate"** for any RFR Banking Day "i" during an Interest Period for a Compounded Rate Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Lender performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"UCCDR" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "i";

"UCCDR," means, in relation to that RFR Banking Day "i", the Unannualised Cumulative Compounded

Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"dee" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"n" means the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day; and

the **"Unannualised Cumulative Compounded Daily Rate"** for any RFR Banking Day (the **"Cumulated RFR Banking Day")** during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Lender performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_L}{dcc}$$

where:

"ACCOR" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"tn" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"Cumulation Period" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"dee" has the meaning given to that term above; and

the **"Annualised Cumulative Compounded Daily Rate"** for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to five (5) decimal places) calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{tn_i}$$

where:

"do" means the number of RFR Banking Days in the Cumulation Period;

"Cumulation Period" has the meaning given to that term above;

"i" means a series of whole numbers from one to do, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"DailyRate.s" means, for any RFR Banking Day "i" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "i";

"n" means, for any RFR Banking Day "i" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day;

"dee" has the meaning given to that term above; and

"tn," has the meaning given to that term above.

2.20 A new Schedule 9 *(Cumulative Compounded RFR Rate)* to be inserted as follows:

"Schedule 9

Cumulative Compounded RFR Rate

The **"Cumulative Compounded RFR Rate"** for any Interest Period for a Compounded Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of **"Annualised Cumulative Compounded Daily Rate"** in Schedule 8 *(Daily Non-Cumulative Compounded RFR Rate))* calculated as set out below:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{DailyRate_{i-LP}\times n_i}{dcc}\right)-1\right]\times\frac{dcc}{d}$$

where:

"do" means the number of RFR Banking Days during the Interest Period;

"i" means a series of whole numbers from one to do, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

"DailyRates" means for any RFR Banking Day "i" during the Interest Period, the Daily Rate for the RFR Banking Day which is the applicable Lookback Period prior to that RFR Banking Day "i";

"n," means, for any RFR Banking Day "i", the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day;

"dee" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

"d" means the number of calendar days during that Interest Period.

3 Continuing obligations

The provisions of the Original Agreement will, except as amended by this Agreement, continue in full force and effect.

4 Effective date

4.1 The amendments to be made to the Original Agreement by this Agreement will take effect on and from the date **(Effective Date)** on which the Lender notifies the Borrower in writing that the Lender has received the following documents in form and substance satisfactory to it:

(a) A copy of the Constitutional Documents of the Borrower, the Parent and the Owner (or alternatively a confirmation from each of them that the Constitutional Documents last provided to the Lender remains correct, complete and in full force and effect).

(b) A copy of the resolutions of the board of directors of the Borrower, the Parent and the Owner (or, if applicable, any committee of such board empowered to approve and authorise the following matters):

(i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;

(ii) authorising a specified person or persons to execute this Agreement; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with this Agreement,

(or alternatively a confirmation from each of them that the resolutions of the board of directors last provided to the Lender remains correct, complete and in full force and effect).

(c) A copy of the specimen signatures of each person authorised by the resolutions referred to in paragraph (b) above in relation to this Agreement and any related documents (or alternatively a confirmation from each of them that the specimen signatures last provided to the Lender remains correct, complete and in full force and effect).

(d) A copy of any power of attorney under which any person is to execute this Agreement on behalf of the Borrower, the Parent and the Owner (or alternatively a confirmation from each of them that the power of attorney last provided to the Lender remains correct, complete and in full force and effect).

(e) This Agreement duly executed by the Borrower, the Parent and the Owner.

(f) Evidence that any fees, commissions, costs and expenses that are due from the Borrower have been paid or will be paid by the Effective Date.

(g) If applicable, issuance of the following legal opinions:

(i) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of English law, substantially in the form approved by the Lender;

(ii) A legal opinion of Norton Rose Fulbright (Asia) LLP addressed to the Lender on matters of Singapore law, substantially in the form approved by the Lender;

(iii) A legal opinion of Conyers Dill & Pearman Limited addressed to the Lender on matters of Bermuda law, substantially in the form approved by the Lender.

5 Confirmations

5.1 Each of the Borrower, the Parent and the Owner (by their acknowledgement of this Agreement):

(a) confirms its acceptance of the Original Agreement as amended by this Agreement;

(b) agrees that it is bound (to the extent it was bound by the Original Agreement as amended by this Agreement) by the Original Agreement as amended by this Agreement; and

(c) confirm and agree that their obligations and liabilities under each of the Finance Documents to which they are a party shall remain and continue in full force and effect notwithstanding the amendments to the Original Agreement contained in this Agreement and that the Security Documents remain effective to secure the Original Agreement as amended by this Agreement.

5.2 On the date of this Agreement, each of the Borrower and the Parent (by their acknowledgement of this Agreement) represent to the Lender and the Hedging Provider that:

(a) this Agreement is, and following the Effective Date the Original Agreement as amended by this Agreement will be, its legally binding, valid and enforceable obligations;

(b) it has the power to enter into this Agreement and to perform this Agreement and the Original Agreement as amended by this Agreement; and

(c) it has taken all necessary action to authorise its entry into, performance and delivery of this Agreement and the Original Agreement as amended by this Agreement.

6 Fees and expenses

The Borrower shall within six (6) Business Days of demand by the Lender and the Hedging Provider, pay to the Lender and the Hedging Provider the amount of all documented costs and expenses (including fees, costs and expenses of legal advisers and other consultants and advisers) reasonably incurred by that Lender or Hedging Provider in connection with the negotiation, preparation and execution of this Agreement and any other documents related to this Agreement.

7 Governing law

This Agreement and any non-contractual obligations connected with it are governed by English law.

8 Enforcement

Clause 46 *(Enforcement)* of the Original Agreement shall apply to this Agreement, *mutatis mutandis.*

9 Miscellaneous

9.1 References in the Original Agreement to “this Agreement” and references in the other Finance Documents to “the Facility Agreement” shall, with effect from the date hereof be references to the Original Agreement as amended by this Agreement and words such as “herein”, “hereof”, “hereafter”, “hereby” and “hereto”, where they appear in the Original Agreement or Finance Document (as applicable), shall be construed accordingly.

9.2 Save as may be amended or varied hereby, the terms of the Original Agreement and the other Finance Documents shall remain unaltered and in full force and effect and shall be read and construed as the same may have been amended by this Agreement.

9.3 This Agreement may be executed in counterparts and by each party on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SIGNATURE

BORROWER

SIGNED by)
)
for and on behalf of)
HAFNIA PTE. LTD.)



Petrus Woutervan Echtelt

PARENT

SIGNED by)
)
for and on behalf of)
HAFNIA LIMITED)



Petrus Woutervan Echtelt

We hereby confirm and agree that notwithstanding the changes to the Original Agreement contemplated by this Agreement our obligations and liabilities under the Finance Documents to which we are a party remain and shall continue in full force and effect and that any Security interest constituted by such Finance Documents will not be affected, discharged or varied in any way by the changes to the Original Agreement contemplated by this Agreement.

OWNER

SIGNED by)
)
for and on behalf of)
BW CLEARWATER PTE. LTD.)



Petrus Woutervan Echtelt

LENDER

For and on behalf of **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL), SINGAPORE BRANCH (as lender)**



By: Sue Ann Gan
Attorney-in-fact



By: Zara Ann Loh
Attorney-in-fact

HEDGING PROVIDER

For and on behalf of **SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) (as hedging provider)**



By: Sue Ann Gan
Attorney-in-fact



By: Zara Ann Loh
Attorney-in-fact

Execution version

Novation, Amendment and Restatement Agreement

Dated 20 December 2023

(1) CHEMICAL TANKERS 28 INC

(as Original Charterer)

(2) HAFNIA CHEMICAL TANKERS PTE. LTD.

(as New Charterer)

(3) HAFNIA LIMITED

(as New Guarantor)

(4) FORTUNE CHEM4 SHIPPING LIMITED

(as Owner)

Stephenson Harwood
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18th floor, United Centre, 95 Queensway, Hong Kong
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STEPHENSON HARWOOD
WEI TU CHINA ASSOCIATION
罗夏信-伟途 联营

Execution version

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Novation, Amendment and Restatement Agreement

Dated 20 December **2023**

Between:

(1) **CHEMICAL TANKERS 28 INC**, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70856 whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (the "**Original Charterer**"); and

(2) **HAFNIA CHEMICAL TANKERS PTE. LTD.**, a company incorporated under the law of Singapore (with UEN 202234749G) whose registered address is 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**New Charterer**"); and

(3) **HAFNIA LIMITED**, a company incorporated under the laws of Bermuda (with company registration number 49023) and whose registered office is at the offices of Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda (the "**New Guarantor**"); and

(4) **FORTUNE CHEM4 SHIPPING LIMITED**, a company incorporated under the laws of Hong Kong with company number 3013094 whose registered address is at Room 1801, 18th Floor, Worldwide House, No. 19 Des Voeux Road Central, Hong Kong (the "**Owner**").

Whereas

(A) Pursuant to a bareboat charter (comprising (i) a BIMCO standard bareboat charter in the "BARECON 2001" form (the "**BIMCO Standard Form**") and (ii) the additional clauses to the BIMCO Standard Form dated 28 January 2021 and executed by the Owner (as owners) and the Original Charterer (as charterers) (as amended and supplemented pursuant to a side letter dated 30 July 2021 and as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**"), the Owner has agreed to let and the Original Charterer has agreed to charter the chemical/oil products tanker named "HAFNIA TOPAZ" with IMO number 9753686 (the "**Vessel**").

(B) By a request for consent dated 20 July 2023 the Original Charterer informed the Owner that as part of an ongoing corporate reorganization of the Group, the Group would like to replace the Original Charterer with the New Charterer and replace Chemical Tankers Inc with Hafnia Limited as the new charter guarantor.

(C) The Original Charterer wishes to transfer to the New Charterer, and the New Charterer wishes to assume, all of the rights and obligations of the Original Charterer under the Original Charter. The Owner is willing to agree to the substitution of the New Charterer in place of the Original Charterer in relation to those rights and obligations and to the release of the Original Charterer in respect of those rights and obligations, subject to and upon the terms and conditions of this Agreement.

It is agreed that:

1 Interpretation

1.1 In this Novation, Amendment and Restatement Agreement:

"**Charter Agreements**" means (a) the Original Charter, (b) the Novated Charter and (c) this Agreement.

"**Effective Date**" means the date on which the Owner confirms to the Original Charterer and the New Charterer in writing substantially in the form set out in Schedule 1 that all of the conditions referred to in Clause 3.1 have been satisfied, which confirmation the Owner shall be under no obligation to give if a Termination Event shall have occurred.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**New Account Charge**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Charterers' Assignment**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Guarantee**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Technical Manager's Undertaking**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Transaction Documents**" means, together, the New Guarantee, the New Charterers' Assignment, the New Account Charge, the New Technical Manager's Undertaking and the Original Charter as novated, amended and supplemented pursuant to this Agreement.

"**Novated Charter**" means the Original Charter as novated, amended and restated by this Agreement.

"**Novation PDA**" means the protocol of delivery and acceptance in relation to the Vessel substantially in the form of Schedule 4 (*Form of Protocol of Delivery and Acceptance*) hereto executed between the Original Charterer, the New Charterer, and the Owner.

"**Parties**" means the parties to this Novation, Amendment and Restatement Agreement and "**Party**" means any one of them.

1.2 All words and expressions defined in the Original Charter shall have the same meaning when used in this Novation, Amendment and Restatement Agreement unless the context otherwise requires, and clause 33 (*Interpretations*) of the Original Charter shall apply to the interpretation of this Novation, Amendment and Restatement Agreement as if it is set out in full.

1.3 The Owner and the New Charterer hereby designate this Novation, Amendment and Restatement Agreement as a Transaction Document under the Novated Charter.

2 Representations and Warranties

2.1 Each Party's representations and warranties

Each Party represents and warrants to each of the other Parties that the following statements are, at the date hereof, true and accurate:

2.1.1 it is duly incorporated under the laws of its country of incorporation and has full power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated the Charter Agreements to which it is a party;

2.1.2 the execution, delivery and performance by it of the Charter Agreements to which it is a party and the consummation of the transactions contemplated by the Charter Agreements have been duly authorised by all necessary corporate action and do not contravene any applicable law, regulation or order binding on it or any of its assets or its constitutional documents;

2.1.3 neither the execution, delivery and performance by it of the Charter Agreements to which it is a party nor the consummation of any of the transactions by it contemplated by the Charter Agreements to which it is a party, require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency, except such as have been obtained and are in full force and effect; and

2.1.4 the obligations assumed by it in the Charter Agreements to which it is a party are legal, valid and binding upon it, subject to the general principles of equity and laws affecting creditors' rights generally.

2.2 The Original Charterer's representations and warranties to the Owner

Each of the representations contained in clause 48(b) of the Original Charter shall be deemed repeated by the Original Charterer to the Owner at the date of this Novation, Amendment and Restatement Agreement and at the Effective Date, by reference to the facts and circumstances then pertaining, as if references to the Transaction Documents include this Novation, Amendment and Restatement Agreement.

2.3 The Original Charterer's representations and warranties to the New Charterer

The Original Charterer represents and warrants to the New Charterer that the following statements are, at the date of this Agreement, true and accurate:

2.3.1 the Original Charterer has supplied the New Charterer with a true, complete and up-to-date copy of the Original Charter;

2.3.2 the Original Charterer is not aware of any unremedied defaults by the Owner under the Original Charter and the Original Charterer has complied with the terms and conditions of the Original Charter; and

2.3.3 the Original Charter has not been amended, varied, cancelled, novated or terminated and represents the entire agreement between the Original Charterer and the Owner relating to the leasing of the Vessel.

3 Conditions

3.1 As conditions for the agreement of the Owner to novate, amend and restate the Original Charter in accordance with Clause 4, the Original Charterer and the New Charterer shall deliver or cause to be delivered to or to the order of the Owner all of the documents and other evidence listed in Schedule 2.

3.2 All documents and evidence delivered to the Owner pursuant to Clause 3.1 shall:

3.2.1 be in form and substance acceptable to the Owner;

3.2.2 if required by the Owner, be certified, notarised, legalised or attested in a manner acceptable to the Owner.

3.3 The New Charterer shall deliver or cause to be delivered to the Owner, within twenty (20) Business Days from the Effective Date, letters of undertaking in respect of the Insurances as required by the New Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owner.

4 Novation, amendment and restatement

4.1 In consideration of the mutual agreements and undertakings contained in this Novation, Amendment and Restatement Agreement and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties) it is hereby agreed that as and with effect from the Effective Date:

4.1.1 the New Charterer assumes all the obligations and liabilities of the Original Charterer under the Original Charter and agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer and therefore shall duly and punctually perform all the obligations of the Original Charterer under the Original Charter;

4.1.2 the Owner releases and discharges the Original Charterer from all obligations, and liabilities under the Original Charter and accepts the liabilities and obligations of the New Charterer under the Original Charter in place of the liabilities and obligations of the Original Charterer;

4.1.3 the New Charterer has the benefit of all the rights of the Original Charterer under the Original Charter and the Owner agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer; and

4.1.4 the Original Charterer releases and discharges the Owner from all obligations and liabilities under the Original Charter.

4.2 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall subject the Owner to any liability to which it would not otherwise be subject under the Original Charter or diminish in any way any rights or remedies to which the Owner would otherwise be entitled under the Original Charter or modify in any respect the Owner's contractual rights and obligations under any Original Document.

4.3 With effect from the Effective Date the Original Charter shall be read and construed as if its text is replaced by the text of the amended and restated bareboat charter attached to this Novation, Amendment and Restatement Agreement at Schedule 3.

4.4 With effect from the Effective Date, the Vessel shall be deemed to be delivered to, and accepted by, the New Charterer pursuant to the Novated Charter and the Original Charterer shall be fully responsible for the physical delivery of the Vessel to the New Charterer under the Novated Charter. Notwithstanding and without prejudice to the foregoing, the Owner, the Original Charterer and the New Charterer nonetheless agree to enter into and execute the Novation PDA on delivery of the Vessel.

5 Counterparts

This Novation, Amendment and Restatement Agreement may be executed in any number of counterparts each of which shall be original but which shall constitute the same instrument.

6 Notices

6.1 Any communication to be made under or in connection with this Novation, Amendment and Restatement Agreement shall be made in writing and, unless otherwise stated, may be made by letter or email.

6.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Novation, Amendment and Restatement Agreement are:

6.2.1 in the case of the Original Charterer:

CHEMICAL TANKERS 28 INC

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.2 Attention: Corporate Finance Team in the case of the New Charterer:

HAFNIA CHEMICAL TANKERS PTE. LTD.

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.3 Attention: Corporate Finance Team in the case of the Owner:

FORTUNE CHEM4 SHIPPING LIMITED

Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong

Email: zhangxr@csscshipping.com

Attention: Zhang Xiaoran

or any substitute address, email address or department or officer as a Party may notify to the other Parties by not less than five (5) Business Days' notice.

6.3 Any communication or document made or delivered by one Party to another Party under or in connection with this Novation, Amendment and Restatement Agreement will only be effective:

(i) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under Clause 6.2 above, if addressed to that department or officer.

Any communication or document which becomes effective, in accordance with this Clause 6.3, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day..

7 Law and arbitration

(a) This Novation, Amendment and Restatement Agreement and any contractual or non-contractual obligations arising from or connected with this Supplemental Agreement shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Novation, Supplemental Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of the arbitration shall be Hong Kong.

(d) The arbitration proceedings shall be conducted in English.

(e) The law governing this Clause 7 (Law and arbitration) shall be English law.

(f) The number of arbitrators shall be three.

8 Waiver of immunity

To the extent that either the Original Charterer or the New Charterer has acquired or may, after the date of this Novation, Supplemental Agreement, acquire any immunity, with respect to itself and its revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and it irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings),

that Party irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of its obligations under this Novation, Supplemental Agreement.

Schedule 1
Effective Date Confirmation

To:

CHEMICAL TANKERS 28 INC (the "**Original Charterer**")

and

HAFNIA CHEMICAL TANKERS PTE. LTD. (the "**New Charterer**")

Effective Date Confirmation

We, **FORTUNE CHEM4 SHIPPING LIMITED**, refer to the Novation, Supplemental Agreement dated 2023 (the "**Supplemental Agreement**") executed by us, the Original Charterer and the New Charterer relating to a bareboat charter dated 28 January 2021 and executed by us (as owners) and the Original Charterer (as charterers) relating to the chemical/oil products tanker named "HAFNIA TOPAZ" with IMO number 9753686 (as amended and supplemented pursuant to a side letter dated 30 July 2021 and as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**").

We hereby confirm that all conditions precedent referred to in Clause 3.1 of the Novation, Amendment and Restatement Agreement have been satisfied. In accordance with Clauses 1.1 and 4 of the Novation, Amendment and Restatement Agreement, the Effective Date is the date of this confirmation, the novation, amendment and restatement of the Original Charter is now effective.

Dated 20

Signed:_____

For and on behalf of
FORTUNE CHEM4 SHIPPING LIMITED

Schedule 2
Conditions Precedent

1 **New Charterer and Hafnia Limited (the "New Guarantor", together with the New Charterer, the "New Obligors")**

(i) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each New Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each New Obligor, evidencing their respective approval of the relevant New Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(iii) *[Intentionally left blank]*

(iv) an original certificate of an authorised signatory of each New Obligor certifying that each copy document relating to it specified in this paragraph 1 is correct, complete and in full force and effect; and

(v) if applicable, the original power of attorney of each New Obligor under which any documents (including the New Transaction Documents) are to be executed or transactions undertaken by them.

2 **Original Charterer**

(i) a true extract of the unanimous consent in writing of the directors of the Original Charterer, evidencing its approval of this Agreement and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(ii) if applicable, the original power of attorney of the Original Charterer under which any documents (including this Agreement) are to be executed or transactions undertaken by them; and

(iii) an original certificate of the secretary of the Original Charterer certifying that each copy document relating to it specified in this paragraph 1 is true, complete and in full force and effect.

3 **Current Technical Manager**

(i) copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of Thome Croatia d.o.o. (the "**Current Technical Manager**") and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) a copy of the written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of the Current Technical Manager, evidencing its approval of the relevant New Technical Manager's Undertaking and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner.

4 **Transaction documents**

(i) this Novation, Amendment and Restatement Agreement, duly executed by the Parties;

(ii) the duly executed guarantee and indemnity from the New Guarantor (the "**New Guarantee**");

(iii) the duly executed charterers' assignment from the New Charterer (the "**New Charterers' Assignment**);

(iv) the duly executed account charge in relation to the account opened with Citibank N.A., Singapore Branch in the name of the New Charterer with account number 0101083039 (the "**Cash Security Account**") from the New Charterer (the "**New Account Charge**"); and

(v) the duly executed manager's undertaking from the Current Technical Manager (the "**New Technical Manager's Undertaking**"),

in each case in substantially the same form as the equivalent documents under the Original Charter, together with all documents required by any of them (other than the letters of undertaking required under the New Charterers' Assignment).

5 **Legal opinions**

(i) A legal opinion of legal advisers to the Owner as to English law in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(ii) A legal opinion of legal advisers to the Owner as to the laws of the Republic of the Marshall Islands in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iii) A legal opinion of legal advisers to the Owner as to the laws of Singapore in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iv) A legal opinion of legal advisers to the Owner as to the laws of Bermuda in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(v) A legal opinion of legal advisers to the Owner as to the laws of Croatia in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

6 **Fees**

Evidence that any fees, costs and expenses due from the Original Charterer under clauses 59 (*Fees and expenses*) and 62 (*Further indemnities*) of the Original Charter have been paid.

7 **Original Financial Statements**

The audited consolidated financial statements of the New Guarantor for the financial year ended 31 December 2022.

8 **Novation PDA**

The duly executed Novation PDA.

9 **Vessel documents**

Evidence that:

(i) the existing Vessel Management Agreement entered into between the Original Charterer and the Current Technical Manager has been novated to the New Charterer or a new Vessel Management Agreement has been entered into between the New Charterer and the Current Technical Manager; and

(ii) the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in relation to the Vessel (and other vessels) dated 1 May 2022 entered into between the Original Charterer and Hafnia Middle East DMCC has been novated to the New Charterer or a new pool agreement in relation to the Vessel (and other vessels) has been entered into between the New Charterer and Hafnia Middle East DMCC.

10 **Certificate of goodstanding** If required by the relevant local counsel, a copy of the certificate of good standing (or any equivalent document) of each of the New Obligors and the Original Charterer, each issued within one (1) month of the date of the relevant legal opinion referred to in paragraph 5 above.

11 **Cash Security Account**

Evidence that the Cash Security Account has been opened and the balance standing to the credit of the Cash Security Account is not less than the Minimum Amount.

12 **Related Vessels**

Evidence that the "Effective Date" (as defined in the novation, amendment and restatement agreement in relation to each Related Vessel) has occurred.

BARECON 2001

BIMCO STANDARD FORM

STANDARD BAREBOAT CHARTER

PART 1

1.	Shipbroker	2.	Place and date **Dated 28 January 2021 as amended and supplemented pursuant to a side letter dated 30 July 2021, as supplemented pursuant to a supplemental agreement dated 3 July 2023, and as novated, amended and restated pursuant to the novation, amendment and restatement agreement dated 2023**
3.	Owners/Place of business (Cl. 1) **Fortune Chem4 Shipping Limited** **1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong**	4.	Bareboat Charterers/Place of business (Cl. 1) **Hafnia Chemical Tankers Pte. Ltd.** **10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438**
5.	Vessel's name, call sign and flag (Cl. 1 and 3) **Name: Hafnia Topaz** **Call sign: V7RA2** **Flag of Actual Delivery Date: The Republic of the Marshall Islands**		
6.	Type of Vessel **chemical/oil products tanker**	7.	GT/NT **29,492 / 13,589**
8	When/Where built **2016** **STX Offshore & Shipbuilding Co., Ltd.**	9.	Total DWT (abt.) in metric tons on summer freeboard **49,561**
10.	Classification Society (Cl. 3) **American Bureau of Shipping**	11.	Date of last special survey by the Vessel's classification society **N/A**
12.	Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13.	Port or Place of delivery (Cl. 3) **As per MOA**	14.	Time for delivery (Cl. 4) **See Additional Clause 35 (Delivery)**
15.	Cancelling date (Cl. 5) **See Additional Clause 34 (Background)**		
16.	Port or Place of redelivery (Cl. 15) **See Additional Clause 44 (Redelivery)**	17.	No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **N/A**

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18.	Running days' notice if other than stated in Cl. 4 **N/A**	19.	Frequency of dry-docking (Cl. 10(g)) **In accordance with Classification Society or flag state requirements**
20.	Trading limits (Cl. 6) **Trading worldwide always within International Navigating Limits, except in ports where the call of the Vessel (i) would result in breach of the applicable United Nations, United States or the Approved Flag State sanctions or (ii) would materially adversely affect the insurance cover of the Vessel.**		
21.	Charter period (Cl. 2) **120 months commencing from the Actual Delivery Date**	22.	Charter hire (Cl. 11) **See Additional Clause 40 (Hire)**
23.	New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **See Additional Clause 39(c) (Structural changes and alterations)**		
24.	Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 40 (Hire)**	25.	Currency and method of payment (Cl. 11) **US Dollars (see also Additional Clause 40 (Hire))**
26.	Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 40 (Hire)**	27.	Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28.	Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee (s) / Place of business) (Cl.12) **12 (b) applies; form of Financial Instrument and name of Mortgagee to be determined**	29.	Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies)
30.	Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**	31.	Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**
32.	Latent defects (only to be filled in if period other than stated in Cl. 3)	33.	Brokerage commission and to whom payable (Cl. 27) **N/A**
34.	Grace period (state number of clear banking days) (Cl. 28) **See Additional Clause 52 (Termination Events)**	35.	Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) choose an item **See Additional Clause 79 (Enforcement)**
36.	War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**		
37.	Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **No; Part III does not apply**	38.	Name and place of Builders (only to be filled in if PART III applies) **N/A**

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39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) (a) **N/A** (b) **N/A** (c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No; Part IV does not apply**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No; Part V does not apply**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **Clause 32 (Definitions) to Clause 83 (Discharge and re-assignment of Security)**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include

PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument ~~as~~**which falls under the definition of "Finance Document". See also Additional Clauses 32 (Definitions) and 33 (Interpretations).**

~~annexed to this Charter and stated in Box 28.~~

2. Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The **Agreed** Charter Period").

3. Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and~~

~~trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the~~

~~taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter~~

~~the Charterers shall not be entitled to make or assert any claim against the Owners on account of any~~

~~conditions, representations, or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have~~

~~manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

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PART II

4. Time for Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Vessel shall not be delivered before the date~~
~~indicated in Box 14 without the Charterers' consent and~~
~~the Owners shall exercise due diligence to deliver the~~
~~Vessel not later than the date indicated in Box 15.~~
~~Unless otherwise agreed in Box 18, the Owners shall~~
~~give the Charterers not less than thirty (30) running days'~~
~~preliminary and not less than fourteen (14) running days'~~
~~definite notice of the date on which the Vessel is~~
~~expected to be ready for delivery.~~
~~The Owners shall keep the Charterers closely advised~~
~~of possible changes in the Vessel's position.~~

5.Cancelling

See Additional Clause 34 (Background).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~**(a)** Should the Vessel not be delivered latest by the~~
~~cancelling date indicated in Box 15, the Charterers shall~~
~~have the option of cancelling this Charter by giving the~~
~~Owners notice of cancellation within thirty-six (36)~~
~~running hours after the cancelling date stated in Box~~
~~15, failing which this Charter shall remain in full force~~
~~and effect.~~
~~**(b)** If it appears that the Vessel will be delayed beyond~~
~~the cancelling date, the Owners may, as soon as they~~
~~are in a position to state with reasonable certainty the~~
~~day on which the Vessel should be ready, give notice~~
~~thereof to the Charterers asking whether they will~~
~~exercise their option of cancelling, and the option must~~
~~then be declared within one hundred and sixty-eight~~
~~(168) running hours of the receipt by the Charterers of~~
~~such notice or within thirty-six (36) running hours after~~
~~the cancelling date, whichever is the earlier. If the~~
~~Charterers do not then exercise their option of cancelling,~~
~~the seventh day after the readiness date stated in the~~
~~Owners' notice shall be substituted for the cancelling~~
~~date indicated in Box 15 for the purpose of this Clause 5.~~
~~**(c)** Cancellation under this Clause 5 shall be without~~

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~~prejudice to any claim the Charterers may otherwise~~
~~have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the ~~contracts of insurance~~**Insurances (as defined in Additional Clause 32 (Definitions))** (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes.

~~provided the Owners' prior approval has been obtained~~
~~to loading thereof.~~

7. Surveys on Delivery and Redelivery

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Owners and Charterers shall each appoint~~
~~surveyors for the purpose of determining and agreeing~~
~~in writing the condition of the Vessel at the time of~~
~~delivery and redelivery hereunder. The Owners shall~~
~~bear all expenses of the On-hire Survey including loss~~
~~of time, if any, and the Charterers shall bear all expenses~~

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~~of the Off-hire Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection

Subject to Additional Clause 43 (Inspection), ~~T~~the Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf **in accordance with Additional Clause 43 (Inspection)**:-

(a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for **each** such inspection or survey shall be paid **in accordance with Additional Clause 43 (Inspection);** ~~by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

(b) in dry-dock ~~if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers~~ **in accordance with Additional Clause 43 (Inspection)**; and

(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection**(s)** and survey**(s)** shall be paid **in accordance with Additional Clause 43 (Inspection).** ~~by the Owners.~~

All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever **reasonably** requested and shall whenever required by the Owners furnish them with full information regarding any **material** casualties or other accidents or damage to the Vessel.

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts~~,~~ **and** appliances ~~and of all consumable stores~~ on board the Vessel shall be made by the Charterers ~~in conjunction with the Owners~~ on delivery and again on redelivery of the Vessel **where the Vessel is not being transferred to the Charterers. Without limiting the foregoing,** ~~T~~the Charterers **shall also provide** ~~and~~ the Owners **with a complete inventory of** ~~, respectively, shall at the~~

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~~time of delivery and redelivery take over and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores ~~(excluding spare parts)~~ in the ~~said~~ Vessel ~~at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to~~ **on** redelivery of the Vessel. **See also Additional Clause 37 (Bunkers and luboils).**

10.Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice **for vessels of this type** ~~and, except as provided for in Clause 14(i), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

~~**(ii)** New Class and Other Safety Requirements - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation Costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in

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performance of this Charter without any delay. This obligation shall apply whether or not such

requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to

satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of me) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the ~~Charter Period~~**Agreement Term**

and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general

municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason

appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel,

as reasonably required. **See also Additional Clause 61 (Operational notifiable events).**

(d) Flag and Name of Vessel – **See Additional Clause 54 (Name of Vessel).** ~~During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag.~~ The Charterers shall **not** ~~also have the liberty~~, **unless** with the Owners' **prior written** consent, which shall not be unreasonably withheld, ~~to 244 change the flag and/or the name of the Vessel during~~ the Charter Period. **Any change to the flag of the Vessel shall be at the cost and expense of the Charterers (which shall include, without limitation, any Taxes payable in the state or jurisdiction of any flag state of the Vessel and costs of the Finance Parties (if applicable)).** ~~Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.~~

(e) Changes to the Vessel – **See Additional Clause 39 (Structural changes and alterations).** ~~Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel

at the time of delivery, provided the same or their

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substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace**, renew or substitute** such items of equipment as shall be so damaged or worn as to be unfit for use **at the Charterers' own expense. Title to any such replacement, renewal or substitute shall remain with the Owners until such time as the title to the Vessel is transferred to the Charterers** . The Charterers are to procure that all repairs to or replacement of any damaged, worn, or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but **title to such additional equipment shall be deemed to have passed to the Owners immediately upon such fitting (except for rental/leased items) and** the Charterers shall remove such equipment at the end of the **Charter** ~~p~~**P**eriod if requested by the Owners **unless the Charterers purchase the Vessel at the end of the Charter Period**. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever **required by the Classification Society**.~~the same may be necessary, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.~~

11.Hire

See Additional Clause 40 (Hire).

~~**(a)** The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated~~

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~~as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12.Mortgage

~~(only to apply if Box 28 has been appropriately filled in)~~

~~*) **(a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

*) **(b)** The Vessel chartered under this Charter ~~is~~**may be** financed by a mortgage according to the Financial Instrument **in accordance with Additional Clause 47 (Owners' mortgage)**. The Charterers undertake to comply, and provide such Information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with ~~the~~**each** Financial Instrument. **See also Additional Clause 47 (Owners' mortgage).**~~The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably~~

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withheld.
*) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).

13.Insurance and Repairs

See Additional Clause 42 (Insurance).

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of sub-clause 13(a) and for repairs of latent defects according to Clause 3(c) above, including any deviation, shall be for the Charterers' account.

(b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial

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Instrument.
(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.
(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.
(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.

14.Insurance, Repairs and Classification

(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).
(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.
(b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.
(c) In the event that any act or negligence of the Charterers shall vi ate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.
(d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured

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repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.

(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

(f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period. The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.

(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.

(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.

(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.

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~~(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.~~

~~(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.~~

15. Redelivery

See Additional Clauses 44 (Redelivery) and 45 (Redelivery conditions).

~~At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite Notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners. The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply. Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class~~

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~~excepted.~~
~~The Vessel upon redelivery shall have her survey cycles~~
~~up-to-date and trading and class certificates valid for at~~
~~least the number of months agreed in Box 17.~~

16. Non-Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents **other than a Permitted Security Interest (as defined in Additional Clause 32 (Definitions))**, which might have priority over the title and interest of the Owners in the Vessel. ~~The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows: "This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."~~

17. Indemnity

See also Additional Clause 62 (Further Indemnities).

(a) The Charterers shall indemnify the Owners against any loss, damage or expense **(including, without limitation, legal expense)** incurred by the Owners arising out of or in relation to **a breach of this Charter and/or** the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the ~~Charter Period~~**Agreement Term, except to the extent that such loss, damage or expense has solely resulted from the Owners' gross negligence or wilful misconduct**. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.

(b) If the Vessel be arrested or otherwise detained by

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reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (~~including~~ **excluding** ~~h~~**H**ire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

~~The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.~~

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or Obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale

See Additional Clause 53 (Sub-chartering and assignment).

~~**(a)** The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the~~

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~~currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

*) (a) The Charterers are to procure that all documents issued during the ~~Charter Period~~**Agreement Term** evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) (b) The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~*) Delete as applicable.~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition / Acquisition

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") Irrespective of the date during the ~~Charter Period~~**Agreement Term** when "Requisition for Hire" may occur and irrespective of the

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length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the ~~Charter Period~~**Agreement Term**, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

~~**(b)** In the event of the Owners being deprived o their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or Political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land

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or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) If the insurers of the war risks insurance~~, when Clause 14 is applicable,~~ should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then **the Charterers shall pay to the relevant insurers directly** such premiums and/or calls ~~shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is~~ **immediately when such premiums and/or calls are** due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.

~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more~~

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~~of the following countries: the United States of America;~~
~~Russia; the United Kingdom; France; and the People's~~
~~Republic of China, (ii) between any two or more of the~~
~~countries stated in Box 36, both the Owners and the~~
~~Charterers shall have the right to cancel this Charter,~~
~~whereupon the Charterers shall redeliver the Vessel to~~
~~the Owners in accordance with Clause 15, if the Vessel~~
~~has cargo on board after discharge thereof at~~
~~destination, or if debarred under this Clause from~~
~~reaching or entering it at a near, open and safe port as~~
~~directed by the Owners, or if the Vessel has no cargo~~
~~on board, at the port at which the Vessel then is or if at~~
~~sea at a near, open and safe port as directed by the~~
~~Owners. In all cases hire shall continue to be paid in~~
~~accordance with Clause 11 and except as aforesaid all~~
~~other provisions of this Charter shall apply until~~
~~redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated~~
~~in Box 33 to the Brokers named in Box 33 on any hire~~
~~paid under the Charter. If no rate is indicated in Box 33,~~
~~the commission to be paid by the Owners shall cover~~
~~the actual expenses of the Brokers and a reasonable~~
~~fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter~~
~~by either of the parties the party liable therefor shall~~
~~indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the~~
~~Owners shall indemnify the Brokers against any loss of~~
~~commission but in such case the commission shall not~~
~~exceed the brokerage on one year's hire.~~

28. Termination

See Additional Clauses 52 (Termination Events) and 57 (Total Loss).

~~(a) Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from~~
~~the service of the Charterers and terminate the Charter~~
~~with immediate effect by written notice to the Charterers if:~~
~~(i) the Charterers fail to pay hire in accordance with~~
~~Clause 11. However, where there is a failure to~~
~~make punctual payment of hire due to oversight,~~

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negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear

banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.
Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving

the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;
(ii) the Charterers fail to comply with the requirements of:
(1) Clause 6 (Trading Restrictions)

(2) Clause 13(a) (Insurance and Repairs)
provided that the Owners shall have the option, by written notice to the Charterers, to give the

Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this

Clause if the Charterers fail to comply with such notice;
(iii) the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in

writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.

(b) Owners' Default
If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that

the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14)

running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.

(c) Loss of Vessel
This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive,

compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or

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~~resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~

~~**(c)** The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.~~

29. Repossession

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~**this Charter**, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners **and the Charterers shall procure that the master and crew follow the orders and directors of the Owners**.

~~The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably Practicable following the termination of the Charter.~~ The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution

See Additional Clause 79 (Enforcement).

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with~~

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~~the London Maritime Arbitrators Association(LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) (b) This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) (c) This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~(d) Notwithstanding (a), (b) or (c) above, the parties~~

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may agree at any time to refer to media on any

difference and/or dispute arising out of or in connection

with this Contract.
In the case of a dispute in respect of which arbitration
has been commenced under (a), (b) or (c) above, the

following shall apply:-
(i) Either party may at any time and from time to time
elect to refer the dispute or part of the dispute to

mediation by service on the other party of a written
notice (the "Mediation Notice") calling on the other
party to agree to mediation.
(ii) The other party shall thereupon within 14 calendar

days of receipt of the Mediation Notice confirm that
they agree to mediation, in which case the parties
shall thereafter agree a mediator within a further
14 calendar days, failing which on the application
of either party a mediator will be appointed promptly
by the Arbitration Tribunal ("the Tribunal") or such

person as the Tribunal may designate for that

purpose. The mediation shall be conducted in such
place and in accordance with such procedure and
on such terms as the parties may agree or, in the
event of disagreement, as may be set by the
mediator.
(iii) If the other party does not agree to mediate, that

fact may be brought to the attention of the Tribunal
and may be taken into account by the Tribunal when
allocating the costs of the arbitration as between

the parties.
(iv) The mediation shall not affect the right of either
party to seek such relief or take such steps as it

considers necessary to protect its interest.
(v) Either party may advise the Tribunal that they have
agreed to mediation. The arbitration procedure shall
continue during the conduct of the mediation but
the Tribunal may take the mediation timetable into
account when settling the timetable steps in the

arbitration.
(vi) Unless otherwise agreed or specified in the

mediation terms, each party shall bear its own costs
incurred in the mediation and the parties shall share
equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice
and confidential and no information or documents

disclosed during it shall be revealed to the Tribunal
except to the extent that they are disclosable under
the law and procedure governing the arbitration.
(Note: The parties should be aware that the media on

process may not necessarily interrupt time limits.)
(c) If Box 35 in Part I is not appropriately filled in, sub-clause
30(a) of this Clause shall apply. Sub-clause 30(d) shall
apply in all cases.
***)** Sub-clauses 30(a), 30(b) and 30(c) are alternatives;
indicate alternative agreed in Box 35.

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PART II

31. Notices

See Additional Clause 73 (Notices).

~~**(a)** Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.~~

~~**(b)** The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.~~

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PART III

1. Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction on to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specifications or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her

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acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim

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therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.

5. Survey on Redelivery

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the Condition of the Vessel at the time of redelivery.

Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

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PART IV

See Additional Clause 56 (Purchase obligation and transfer of title). ~~On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.~~

~~In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers. The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.~~

~~The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.~~

~~In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers. The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.~~

~~The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.~~

~~The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description. The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.~~

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1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution version

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32. Definitions

In this Charter:

"**Account Bank**" means Citibank (or such other bank or financial institution as selected or designated by the Charterers and approved by the Owners from time to time (such approval not to be unreasonably withheld)).

"**Account Charge**" means the deed of charge over the Cash Security Account and all amounts from time to time standing to the credit to the Cash Security Account from the Charterers in favour of Fortune Chem6 Shipping Limited as security agent in connection this Charter and the Related Charters.

"**Actual Delivery Date**" means the date of delivery of the Vessel by the Owners to the Original Charterers under the Original Charter.

"**Actual Owners' Costs**" means the MOA Purchase Price.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agreement Term**" means the period commencing on:

(i) for the purpose of Clause 10(b) (*Operation of the Vessel*), Clause 25 (*Requisition/Acquisition*), Clause 42 (*Insurance*) and Clause 51 (*Value maintenance clause*) only, the Actual Delivery Date; or

(ii) in any other cases, the Original Charter Date,

and terminating on the later of:

(a) the expiration of the Charter Period; and

(b) the date on which all money of any nature owed by the Obligors to the Owners under the Transaction Documents or otherwise in connection with the Vessel have been paid in full to the Owners and no obligations of the Obligors of any nature to the Owners or otherwise in connection with the Transaction Documents or with the Vessel remain unperformed or undischarged, (whether or not following (i) the occurrence of a Termination Event or (ii) the exercise of the Purchase Option in accordance with the terms of this Charter).

"**AML Laws**" means as to any Obligor and in relation to money laundering or terrorism, any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit, requirement, order or determination of any Governmental Agency, and the interpretation or administration thereof, in each case applicable to or binding upon such Obligor.

"**Applicable Rate**" means, subject to Clause 40(p) (*Cost of funds*), for any Hire Period, the percentage rate per annum which is the aggregate of (i) the Reference Rate applicable to that Hire Period and (ii) the Credit Adjustment Spread.

"**Approved Insurance Broker**" means Willis, Cap Marine and Georg Duncker or any other independent and reputable firm or firms of insurance brokers as the Charterers may appoint from time to time and in each case approved by the Owners.

"**Approved Commercial Manager**" means:

(a) Navig8 Chemicals Asia Pte. Ltd., Navig8 Chemical Tankers Inc, Navig8 Chemicals Pool Inc., Hafnia Middle East DMCC or Hafnia Pools Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the commercial management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Flag State**" means, in relation to the Vessel, the Republic of the Marshall Islands, or such other reputable flag approved by the Owners (such approval not to be unreasonably withheld).

"**Approved Manager**" means, in relation to the Vessel, either the Approved Commercial Manager or, as the context may require, the Approved Technical Manager.

"**Approved Technical Manager**" means:

(a) OSM Ship Management AS, Thome Croatia d.o.o., TB Marine Shipmanagement or Suntech Ship Management Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the technical management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Valuer**" means any one of Clarksons Valuations, SSY, Braemar Seascope Limited, Lilleaker Shipping Advisors, Grieg Shipbrokers and any other reputable and independent international ship brokers mutually agreed by the Charterers and the Owners.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration.

"**Break Costs**" means all costs, losses, premiums or penalties incurred by the Owners (including, without limitation (but without double-counting), all costs, losses, premiums or penalties incurred by the Owners under the Finance Documents) as a result of the receipt by the Owners of any payment under or in relation to the Transaction Documents on a day other than the due date for payment of the sum in question, or as a result of the Purchase Option Date not falling on a Hire Payment Date or as a result of the Termination Payment Date not falling on a Hire Payment Date, or as a result of any prepayment of any Principal Hire not falling on a Hire Payment Date.

"**Business Day**" means:

(a) for the purpose of the definition of "Variable Hire Determination Date", a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong and Shanghai and which is a US Government Securities Business Day: and

(b) in any other cases, a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, Hong Kong, New York and Shanghai.

"**BW Group**" means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda.

"**Cash Security Account**" means the US Dollar account in the name of the Charterers opened or to be opened with the Account Bank, and includes any sub-account thereof and such account which is designated by the Owners and the Related Owners as the cash security account.

"**Change of Control Event**" means any one of the following events:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the "**Sohmen Family Trust**") cease to beneficially hold more than fifty per cent. (50%) of the issued share capital of BW Group or such number of shares in the BW Group as carry more than fifty per cent. (50%) of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) twenty per cent. (20%) or more of the issued share capital of the Guarantor or such number of shares in the Guarantor as carrying twenty per cent. (20%) or more of the voting rights normally exercisable at a general meeting of the Guarantor; or

(c) the Charterers cease to be legally and beneficially one hundred per cent. (100%) owned (whether directly or indirectly) by the Guarantor; or

(d) any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

  (i) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Guarantor held by the BW Group (either directly or via one or more intermediate holding companies); or

  (ii) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Guarantor.

"**Charter Period**" means, subject to paragraph (j) (*Illegality*) of Clause 40 (*Hire*), Clauses 52 (*Termination Events*), 55 (*Purchase Option*) and 57 (*Total Loss*), the period of one hundred and twenty (120) consecutive months commencing from the Actual Delivery Date.

"**Charterers' Assignment**" means the deed of assignment executed or to be executed (as the case may be) by the Charterers in favour of the Owners in relation to certain of the Charterers' rights and interest in and to (among other things):

(a) the Earnings;

(b) the Insurances;

(c) the Requisition Compensation;

(d) the Initial Sub-Charter;

(e) any Sub-Charter which (1) is on demise chartering basis or (2) has a duration (taking into account any option to renew or extend) of more than twelve (12) months; and

(f) any Sub-Charter Guarantee.

"**Classification Society**" means the vessel classification society referred to in Box 10 (*Classification Society*) of this Charter or such other member of the International Association of Classification Societies (IACS) as the Charterers may select and the Owners and the Finance Parties (if any) may approve from time to time.

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertakings*) and signed by one director of the Guarantor substantially in the form set out in Schedule 4 (*Form of Compliance Certificate*).

"**Cost Balance**" means, at any time during the Agreement Term, an amount equal to the Actual Owners' Costs at the relevant time as may be reduced by payment, prepayment, or deemed payment of:

(a) the Upfront Hire; and

(b) the Principal Hire.

"**Credit Adjustment Spread**" means zero point two six one six one per cent. (0.26161%) per annum.

"**Default Termination**" means a Termination pursuant to the provisions of Clause 52 (*Termination Events*).

"**Earnings**" means all hires, freights, passage moneys, pool income and other sums payable to or for the account of the Charterers and/or the Sub-Charterers in respect of the Vessel including (without limitation) all earnings received or to be received from each Sub-Charter, all remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire, and damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of the Vessel.

"**Effective Date**" means the "Effective Date" as defined and determined under the Novation, Amendment and Restatement Agreement.

"**Environmental Approvals**" means any present or future permit, licence, approval, ruling, variance, exemption or other Authorisation required under the applicable Environmental Law.

"**Environmental Claim**" means any claim, proceeding, or formal notice by any governmental, judicial or regulatory authority or any other person which arises out of an Environmental Incident or an alleged Environmental Incident or which relates to any Environmental Law and, for this purpose, "claim" includes a claim for damages, compensation, contribution, injury, fines, losses and penalties or any other payment of any kind, including in relation to clean-up and removal, whether or not similar to the foregoing; an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset.

"**Environmental Incident**" means:

(a) any release, emission, spill or discharge into the Vessel or into or upon the air, sea, land or soils (including the seabed) or surface water of Environmentally Sensitive Material within or from the Vessel; or

(b) any incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water from a vessel other than the Vessel and which involves a collision between the Vessel and such other vessel or some other incident of navigation or operation, in either case, in connection with which the Vessel is actually or potentially liable to be arrested, attached, detained or injuncted and/or the Vessel and/or any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or

(c) any other incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water otherwise than from the Vessel and in connection with which the Vessel is actually or potentially liable to be arrested and/or where any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action, other than in accordance with an Environmental Approval.

"**Environmental Law**" means any present or future law or regulation relating to pollution or protection of human health or the environment, to conditions in the workplace, to the carriage, generation, handling, storage, use, release or spillage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material.

"**Environmentally Sensitive Material**" means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

"**Fair Market Value**" means the fair market value of the Vessel as ascertained in accordance with paragraph (b) (*Valuations*) of Clause 51 (*Value maintenance clause*).

"**FATCA Deduction**" has the meaning given to such term in Clause 80 (*FATCA*).

"**Finance Document**" means any facility agreement, security document, fee letter and any other document designated as such by the Finance Parties and the Owners and which have been or may be (as the case may be) entered into between the Finance Parties and the Owners for the purpose of, among other things, financing or (as the case may be) refinancing all or any part of the Actual Owners' Costs.

"**Finance Party**" means:

(a) any Affiliate of the Owners; or

(b) any bank, financial institution, trust, fund, leasing company or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets,

which is or will be party to a Finance Document (other than the Owners and other entities which may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;

(d) the amount of any liability in respect of any finance or capital lease (other than any liability in respect of a finance or capital lease which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or hire purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction protecting against or benefit from fluctuations in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**GAAP**" means the International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board.

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Guarantor and its Subsidiaries from time to time.

"**Guarantee**" means the guarantee by the Guarantor in favour of the Owners in respect of the Obligors' obligations under the Transaction Documents.

"**Guarantor**" means Hafnia Limited, a company incorporated and existing under the laws of Bermuda with company registration number 49023 and registered office address at Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

"**Handling Fee**" means the non-refundable handling fee in an amount of zero point eight seven five per cent. (0.875%) of the Actual Owners' Costs.

"**Hire**" means each or any combination or aggregate of (as the context may require):

(a) the Upfront Hire;

(b) the relevant Principal Hire; and

(c) the relevant Variable Hire.

"**Hire Payment Date**" means the first day of each and any Hire Period, it being understood that there are altogether forty (40) Hire Payment Dates.

"**Hire Period**" means (a) for the first Hire Period, a period commencing on the Actual Delivery Date and ending on the date falling three (3) months thereafter and (b) for each and any successive Hire Period, a period commencing on the last day of the preceding Hire Period and ending on the date falling three (3) months thereafter, **provided that** if a Hire Period would otherwise extend beyond the expiration of the Charter Period, then such Hire Period shall terminate on the expiration of the Charter Period.

"**Historic Term SOFR**" means the most recent Term SOFR (i) as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of the relevant Hire Period and (ii) for a period of three (3) months.

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of The People's Republic of China.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vessel issued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulations 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning given to such term in Clause 41 (*Increase Costs*).

"**Indemnitee**" has the meaning given to such term in Clause 62 (*Further indemnities*).

"**Initial Sub-Charter**" means the Pool Agreement.

"**Initial Sub-Charterers**" means Hafnia Middle East DMCC.

"**Innocent Owners' Interest Insurances**" means all policies and contracts of innocent owners' interest insurance and innocent owners' additional perils (oil pollution) from time to time taken out by the Owners in relation to the Vessel.

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

"**Interpolated Historic Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**Interpolated Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**ISM Code**" means the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention adopted by the International Maritime Organisation, as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISSC**" means a valid and current International Ship Security Certificate issued under the ISPS Code.

"**Long Stop Date**" has the meaning given to such term in the MOA.

"**Major Casualty Amount**" means two million US Dollars (US$2,000,000) or the equivalent in any other currency or currencies.

"**Manager's Undertaking**" means a written undertaking and confirmation of the Approved Commercial Manager or (as the case may be) the Approved Technical Manager executed or to be executed in favour of the Owners (in form and substance acceptable to the Owners).

"**Margin**" means three point six five per cent. (3.65%) per annum.

"**Market Disruption Rate**" means the percentage rate per annum which is the aggregate of the Reference Rate and the Credit Adjustment Spread.

"**MARPOL**" means the International Convention for the Prevention of Pollution from Ships adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, or financial condition of the Guarantor;

(b) the ability of any Obligor to perform its obligations under the Transaction Documents to which it is a party; or

(c) the validity, legality or enforceability of the Transaction Documents or the rights or remedies of the Owners under the Transaction Documents.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**MOA**" has the meaning given to such term in Clause 34 (*Background*).

"**MOA Purchase Price**" has the meaning given to such term in the MOA.

"**Mortgagees' Interest Insurances**" means all policies and contracts of mortgagees' interest insurance and mortgagees' additional perils (oil pollution) insurance from time to time taken out by any Finance Party in relation to the Vessel.

"**Novation, Amendment and Restatement Agreement**" means the novation, amendment and restatement agreement dated _____ 2023 in relation to the Original Charter and executed by the Owners, the Original Charterers and the Charterers.

"**Obligors**" means, together, the Charterers, the Guarantor and any person designated as such by the Owners and the Charterers from time to time and "**Obligor**" means any one (1) of them.

"**Original Financial Statements**" means, in relation to the Guarantor, its audited consolidated financial statements for the financial year ended 31 December 2022.

"**Original Charter**" means the bareboat charter dated the Original Charter Date and made between the Owners (as owners) and the Original Charterers (as charterers) in relation to the Vessel as amended and supplemented pursuant to a side letter dated 30 July 2021 and as amended and supplemented by a supplemental agreement dated 3 July 2023.

"**Original Charter Date**" means 28 January 2021.

"**Original Charterers**" means Chemical Tankers 28 Inc, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70856.

"**Overnight SOFR**" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"**Owners' Account**" has the meaning given to such term in paragraph (e) of Clause 40 (*Hire*).

"**Party**" means a party to this Charter and "**Parties**" means both of them.

"**PDA**" means the protocol of delivery and acceptance in relation to the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 2 (*Form of Protocol of Delivery and Acceptance*) hereto.

"**Permitted Security Interest**" means:

(a) any Security Interest created by the Transaction Documents and the Finance Documents;

(b) unless a Termination Event has occurred and is continuing, any ship repairer's or outfitter's possessory lien for an amount not exceeding the Major Casualty Amount;

(c) any lien arising by operation of law in the ordinary course of her trading (other than for master's, officer's or crew's wages outstanding);

(d) any lien for salvage; and

(e) Security Interest the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pool Agreement**" means the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in respect of the Vessel (and other vessels) dated 1 May 2022 and made between (a) the Initial Sub-Charterers and (b) the Original Charterers (as a participant) (the "**Original Pool Agreement**") as novated by a novation agreement dated 28 November 2023 and executed by (a) the Initial Sub-Charterers, (b) the Original Charterers and (c) the Charterers pursuant to which the Vessel is one of the Pool Vessels (as defined in the Original Pool Agreement), incorporating the time charter party bearing the same date and made between the same parties (as may be amended, supplemented and/or further novated from time to time).

"**Potential Termination Event**" means an event or circumstance which would, with the giving of any notice, the lapse of time, a determination of the Owners (or any combination of the foregoing) be a Termination Event.

"**Principal Hire**" has the meaning given to such term in sub-paragraph (a)(ii) of Clause 40 (*Hire*).

"**Project Documents**" means, together, the Transaction Documents, any Sub-Charter and any Sub-Charter Guarantee.

"**Purchase Obligation**" means the Charterers' obligation to purchase the Vessel at the applicable Purchase Obligation Price in accordance with Clause 56 (*Purchase obligation and transfer of title*).

"**Purchase Obligation Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 56 (*Purchase obligation and transfer of title*), being the aggregate of:

(a) seventeen point five per cent. (17.5%) of the Actual Owners' Costs; and

(b) all Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment.

"**Purchase Option**" means the option to purchase the Vessel at the applicable Purchase Option Price which the Charterers may exercise in accordance with Clause 55 (*Purchase Option*).

"**Purchase Option Date**" means:

(a) in respect of any purchase of the Vessel under or pursuant to paragraph (a) of Clause 55 *(Purchase Option*), the date indicated as such in the Purchase Option Notice, which shall be a Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date; and

(b) in respect of any purchase of the Vessel under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the date indicated as such in the Purchase Option Notice, which can be at any time on or after the Actual Delivery Date.

"**Purchase Option Notice**" means a written notice (in such form as the Owners and the Charterers may agree) which the Charterers may deliver to the Owners for the purpose of the Charterers exercising the Purchase Option.

"**Purchase Option Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 55 (*Purchase Option*), being the aggregate of:

(a)

(i) if the purchase of the Vessel is under or pursuant to paragraph (a) of Clause 55 (*Purchase Option*):

(A) if the Purchase Option Date falls on or after the third (3rd) anniversary of the Actual Delivery Date but before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Purchase Option Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Purchase Option Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Purchase Option Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Purchase Option Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Purchase Option Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) if the purchase of the Vessel is under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the Purchase Option Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the exercise of the Purchase Option and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Charterers' exercise of the Purchase Option; and

(f) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Quiet Enjoyment Letter**" means, in relation to the Vessel, a quiet enjoyment letter to be issued by the Finance Party (which becomes a mortgagee of the Vessel) in favour of the Charterers on market terms and in such form and substance as may be required by that Finance Party and acceptable to the Owners.

"**Reference Rate**" means, in relation to a Hire Period,

(b) a rate which is the applicable Term SOFR as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period and for a period of three (3) months; or

(c) as otherwise determined pursuant to Clause 40(n) (*Unavailability of Term SOFR*),

and if, in either case, the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Reference Rate shall be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

"**Related Charter**" means, in relation to each Related Vessel, the bareboat charter entered or to be entered into (as the case may be) between the relevant Related Owners (as owners) and the relevant Related Charterers (as bareboat charterers).

"**Related Charterers**" means, in relation to each Related Vessel, the bareboat charterer who has bareboat chartered or will bareboat charter (as the case may be) such Related Vessel pursuant to the terms of the Related Charter, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related MOA**" means, in relation to each Related Vessel, the memorandum of agreement pursuant to which the Related Owners acquired or will acquire title (as the case may be) to that Related Vessel.

"**Related Owners**" means, in relation to each Related Vessel, the owner who has acquired or will acquire (as the case may be) title to that Related Vessel pursuant to the terms of the Related MOA, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related Vessel**" means each of the vessels listed in Schedule 1 (*List of Related Vessels*) hereto.

"**Relevant Jurisdictions**" means, in relation to an Obligor:-

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to any Security Interest to be created by it pursuant to the relevant Security Document is situated;

(c) any jurisdiction where it conducts its business;

(d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it; and

(e) the jurisdiction where any asset of such Obligor which is subject to the relevant arbitral award or court judgment is situated,

and a "**Relevant Jurisdiction**" means each one of them.

"**Requisition Compensation**" means all compensation or other money which may from time to time be payable to the Charterers and/or the Sub-Charterers as a result of the Vessel being requisitioned for title or in any other way compulsorily acquired (other than by way of requisition for hire).

"**Restricted Party**" means a person or entity that is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) a national of, located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person or other national of Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

"**Sanctions**" means the economic sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State and His Majesty's Treasury ("**HMT**") (together, the "**Sanctions Authorities**").

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list maintained by the OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

"**Security Documents**" means, in relation to the Vessel, collectively the following:

(a) the Account Charge;

(b) the Charterers' Assignment;

(c) the Guarantee;

(d) any Subordination Deed (if any);

(e) each Manager's Undertaking;

(f) all notices and acknowledgments and other documents issued in relation to or in connection with the documents set out above; and

(g) any other document that may at any time be executed by any person guaranteeing, creating, evidencing or perfecting any Security Interest to secure all or part of all the Obligors' obligations under or in connection with the Transaction Documents,

and "**Security Document**" means any one of them.

"**Security Interest**" means a mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similar effect), in each case howsoever arising.

"**Settlement Date**" means, following a Total Loss of the Vessel, the earlier of:

(a) the date which falls on the earlier of:

(i) the date falling (x) one hundred and thirty five (135) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (a) or (b) of the definition of "Total Loss" and (y) ninety (90) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (c) of the definition of "Total Loss"; and

(ii) the date falling one hundred and twenty (120) months after the Actual Delivery Date,

in each case, if such date is not a Business Day, the immediately preceding Business Day; and

(b) the date on which the Owners receive the Total Loss Proceeds in respect of the Total Loss.

"**Sub-Charter**" means:

(a) the Initial Sub-Charter; or

(b) any other charterparty or contract of employment in respect of the Vessel entered or to be entered into between the Charterers as disponent owners and any Sub-Charterers.

"**Sub-Charter Guarantee**" means any guarantee provided by a Sub-Charter Guarantor in favour of the Charterers in respect of the relevant Sub-Charterers' obligations under the relevant Sub-Charter.

"**Sub-Charter Guarantor**" means any sub-charter guarantor in connection with a Sub-Charter which is or will be a party to a Sub-Charter Guarantee.

"**Sub-Charterers**" means:

(a) the Initial Sub-Charterers; or

(b) any other sub-charterers which are or will be parties to the relevant Sub-Charter.

"Subordination Deed" means any subordination deed required by paragraph (ii) of Clause 49(i) (*Financial Indebtedness*), being in such form as the Owners may agree.

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

"**Tax**" or "**tax**" means any present and future tax (including, without limitation, value added tax, consumption tax or any other tax in respect of added value or any income), levy, impost, duty or other charge or withholding of any nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and "**Taxes**", "**taxes**", "**Taxation**" and "**taxation**" shall be construed accordingly.

"**Term SOFR**" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Termination**" means the termination at any time of the chartering of the Vessel under this Charter.

"**Termination Event**" means each of the events specified in paragraph (a) (*Termination Events*) of Clause 52 (*Termination Events*).

"**Termination Notice**" has the meaning given to such term in (as the context may require):

(a) paragraph (j) (*Illegality*) of Clause 40 (*Hire*); or

(b) paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*).

"**Termination Payment Date**" means:

(a) in respect of a Termination in accordance with paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the date specified in the Termination Notice served on the Charterers pursuant to that Clause;

(b) in respect of a Default Termination, the date specified in the Termination Notice served on the Charterers pursuant to paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*) in respect of such Default Termination (which date shall be no earlier than 7 Business Days after the date of such Termination Notice); or

(c) in respect of a Total Loss Termination, the Settlement Date in respect of the Total Loss which gives rise to such Total Loss Termination.

"**Termination Sum**" means an amount representing the Owners' losses as a result of a Termination prior to the expiry of the Agreed Charter Period (other than by virtue of the Charterers exercising the Purchase Option in accordance with Clause 55 (*Purchase Option*)), which both parties acknowledge as a genuine and reasonable pre-estimate of the Owners' losses in the event of such Termination and shall consist of the following:

(a)

(i) in relation to a Termination Sum (other than that referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*)):

(A) if the Termination Payment Date falls before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Termination Payment Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Termination Payment Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Termination Payment Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Termination Payment Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Termination Payment Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) in relation to a Termination Sum referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the relevant Termination Payment Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the Termination and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Termination;

(f) so long as the Vessel is not being transferred to the Charterers, all liabilities, costs and expenses so incurred in recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*); and

(g) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Test Date**" has the meaning given to such term in paragraph (a) (*Definitions*) of Clause 51(*Value maintenance clause*).

"**Third Parties Act**" means the Contracts (Rights of Third Parties) Act 1999.

"**Title Re-Transfer PDA**" means the protocol of delivery and acceptance in relation to the re-transfer of the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 3 (*Form of Title Re-Transfer Protocol of Delivery and Acceptance*) hereto upon expiration of the Charter Period.

"**Total Loss**" means, during the Charter Period:

(a) actual or constructive or compromised or agreed or arranged total loss of the Vessel;

(b) the requisition for title or compulsory acquisition of the Vessel by any Governmental Agency;

(c) the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel (not falling within (b) above), unless the Vessel is released and returned to the possession of the Owners or the Charterers within forty five (45) days after the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture in question,

and for the purpose of this Charter, (i) an actual Total Loss of the Vessel shall be deemed to have occurred at the date and time when the Vessel was lost but if the date of the loss is unknown the actual Total Loss shall be deemed to have occurred on the date on which the Vessel was last reported, (ii) a constructive Total Loss shall be deemed to have occurred at the date and time at which a notice of abandonment of the Vessel is given to the insurers of the Vessel and (iii) a compromised, agreed or arranged Total Loss shall be deemed to have occurred on the date of the relevant compromise, agreement or arrangement.

"**Total Loss Date**" means, in relation to the Total Loss of the Vessel:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, arranged, agreed or compromised Total Loss of the Vessel, the earlier of:

  a. the date on which a notice of abandonment is given (or deemed or agreed to be given) to the insurers; and

  b. the date of any compromise, arrangement or agreement made with the Vessel's insurers in which the insurers agree to treat the Vessel as a Total Loss;

(c) in the case of capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel, the date falling forty five (45) days after the date on which it happened; and

(d) in the case of any other type of Total Loss, the date (or the most likely date) on which it appears to the Owners that the event constituting the Total Loss occurred.

"**Total Loss Proceeds**" means the proceeds of the Insurances or any other compensation of any description in respect of a Total Loss unconditionally received and retained by or on behalf of the Owners in respect of a Total Loss.

"**Total Loss Termination**" means a Termination pursuant to the provisions of paragraph (a) (*Total Loss Termination*) of Clause 57 (*Total Loss*).

"**Transaction Documents**" means, together, this Charter, the MOA, the Security Documents and such other documents as may be designated as such by the Owners and the Charterers from time to time and "**Transaction Document**" means any one of them.

"**Unpaid Sum**" means any sum due and payable but unpaid by any Obligor under the Transaction Documents.

"**Upfront Hire**" means the non-refundable advance hire payment which the Original Charterers are obliged to pay upfront to the Owners, being an amount which equals thirty per cent. (30%) of the MOA Purchase Price.

"**US Dollars**", "**United States Dollars**", "**Dollars**", "**USD**", "**US$**" and "**$**" each means available and freely transferable and convertible funds in lawful currency of the United States of America.

"**US Government Securities Business Day**" means a day other than:

(a) a Saturday or Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

"**Valuation Report**" means, in relation to the Vessel, a desktop valuation report (without physical inspection) addressed to the Owners and prepared:

(a) by an Approved Valuer;

(b) on the basis of a charter-free sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing seller and a willing buyer.

"**Variable Hire**" has the meaning given to such term in sub-paragraph (a)(iii) of Clause 40 (*Hire*).

"**Variable Hire Determination Date**" means, in relation to a Hire Period, the date falling five (5) Business Days prior to the first day of such Hire Period.

"**Vessel**" means the chemical/oil products tanker named "HAFNIA TOPAZ" as more particularly described in Boxes 5 (*Vessel's name, call sign and flag*) to 10 (*Classification Society*) of this Charter.

"**Vessel Management Agreement**" means, in relation to the Vessel, each technical and/or commercial management agreement executed or to be executed (as the case may be) between (a) the relevant Approved Manager(s) (as technical and/or commercial manager (as the case may be)) and (b) the Charterers in each case in such form and substance as may be approved by the Owners.

33. Interpretations

(a) In this Charter, unless the context otherwise requires, any reference to:

(i) this Charter includes the Schedules hereto and references to Clauses and Schedules are, unless otherwise specified, references to Clauses of and Schedules to this Charter and, in the case of a Schedule, to such Schedule as incorporated in this Charter as substituted from time to time;

(ii) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor;

(iii) the term "**Vessel**" includes any part of the Vessel;

(iv) "**assets**" includes present and future properties, revenues and rights of every description;

(v) the "**Owners**", the "**Charterers**", any "**Guarantor**", any "**Obligor**", any " **Sub-Charterers**", any "**Sub-Charter Guarantor**", any "**Related Owners**", any "**Related Charterers**", or any other person include any of their respective successors, permitted assignees and permitted transferees;

(vi) a "**Project Document**" or any other agreement, instrument or document include such Project Document or other agreement, instrument or document as the same may from time to time by amended, modified, supplemented or novated;

(vii) the "**equivalent**" in one currency (the "**first currency**") as at any date of an amount in another currency (the "**second currency**") shall be construed as a reference to the amount of the first currency which could be purchased with such amount of the second currency at the spot rate of exchange quoted by the Owners at or about 11:00 a.m. (Shanghai time) two (2) business days (being a day other than a Saturday or Sunday on which banks and foreign exchange markets are generally open for business in Shanghai) prior to such date for the purchase of the first currency with the second currency for delivery and value on such date;

(viii) "**hereof**", "**herein**" and "**hereunder**" and other words of similar import means this Charter as a whole (including the Schedules) and not any particular part hereof;

(ix) "**including**" shall be constructed as "**including without limitation**" (and cognate expressions shall be construed similarly);

(x) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement, or official or judicial interpretation of any of the foregoing, in each case having the force of law and, if not having the force of law, in respect of which compliance is generally customary;

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(xii) "**month**" means, save as otherwise provided, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month;

(xiii) the word "**person**" or "**persons**" or to words importing persons include, without limitation, any state, divisions of a state, government, individuals, partnerships, corporations, ventures, government agencies, committees, departments, authorities and other bodies, corporate or unincorporated, whether having distinct legal personality or not;

(xiv) the "**winding-up**", "**dissolution**", "**administration**", "**liquidation**", "**insolvency**", "**reorganisation**", "**readjustment of debt**", "**suspension of payments**", "**moratorium**" or "**bankruptcy**" (and their derivatives and cognate expressions) of any person shall each be construed so as to include the others and any equivalent or analogous proceedings or event under the laws of any jurisdiction in which such person is incorporated or any jurisdiction in which such person carries on business;

(xv) "**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association which is a member of the International Group of P&I Clubs, including pollution risks, extended passenger cover and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies;

(xvi) a Potential Termination Event is "**continuing**" if it has not been remedied or waived and a Termination Event is "**continuing**" if it has not been waived; and

(xvii) words denoting the plural number include the singular and vice versa.

(b) Headings are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Charter.

(c) A time of day (unless otherwise specified) is a reference to Shanghai time.

34. Background

(a) ***The MOA*** By a memorandum of agreement (the "**MOA**") dated the Original Charter Date and made between the Owners (as buyers thereunder) and the Original Charterers (as sellers thereunder), the Owners have agreed to purchase and the Original Charterers have agreed to sell the Vessel subject to the terms and conditions therein.

(b) ***Transfer of ownership pursuant to MOA*** Accordingly the parties hereby agree that this Charter is subject to the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA.

(c) ***Cancelling Events*** If:

(i) the Vessel is not delivered by the Long Stop Date (or such later date as the Owners and the Charterers may agree); or

(ii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, it becomes unlawful for the Owners (as buyers) to perform or comply with any or all of their obligations under the MOA, or any of the obligations of the Owners under the MOA is not or ceases to be legal, valid, binding and enforceable; or

(iii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, the MOA expires, is cancelled, terminated, rescinded or suspended or otherwise ceases to remain in full force and effect for any reason,

then (notwithstanding any rights and claims which the parties to the MOA may have against each other under the MOA) neither Party shall be liable to the other for any claim arising out of this Charter and this Charter shall immediately terminate and be cancelled (with the exception of Clause 17 (*Indemnity*) (Part II) and Clause 62 (*Further indemnities*)), **provided that:**

(A) the Owners shall be entitled to retain all fees paid by the Charterers pursuant to Clause 59 (*Fees and expense*) and, without prejudice to Clause 59 (*Fees and expenses*), if any fees which are or have been due and payable pursuant to such Clause but have not so been paid by the Charterers, the Charterers shall forthwith pay such fees to the Owners); and

(B) such payment shall not be construed as a penalty but shall represent an agreed estimate of the loss and damage suffered by the Owners in the cancellation of this Charter and shall therefore be paid as compensation to the Owners.

35. Delivery

(a) ***Conditions to delivery*** The obligation of the Owners to charter the Vessel to the Charterers pursuant to this Charter shall be subject to the following conditions:

(i) delivery of the Vessel by the Charterers to the Owners pursuant to the terms of the MOA (the Owners to render all such assistance as is necessary to complete such registration);

(ii) the Owners obtaining full title to the Vessel pursuant to the terms of the MOA;

(iii) no Termination Event having occurred which is continuing on or prior to the date of this Charter or the Actual Delivery Date;

(iv) the representations and warranties referred to in Clause 48 (Charterers' representations and warranties) being true and correct on the date of this Charter and the Actual Delivery Date;

(v) the Actual Delivery Date falling on or before the Long Stop Date (or such later date as may be agreed between the Owners (as buyers under the MOA) and the Charterers (as sellers under the MOA)); and

(vi) the Owners having received, or being satisfied that they will receive, the documents and evidence referred to in paragraph (a) (*Owners' conditions precedent*) of Clause 36 (*Conditions precedent*), in each case in all respects in form and substance satisfactory to them on or before the Actual Delivery Date

(b) ***Delivery and acceptance*** Provided that the conditions referred to in paragraph (a) (*Conditions to delivery*) above have been fulfilled or waived to the satisfaction of the Owners (which shall be evidenced in writing by the Owners), the Owners and the Charterers agree that:

(i) the Charterers shall, at their own expense and cost, upon the Actual Delivery Date arrange for the Vessel to be registered under the laws and flag of the Approved Flag State and in the name of the Owners as legal owner;

(ii) the Charterers shall take delivery of the Vessel from the Owners under this Charter (such delivery to be conclusively evidenced by a duly executed PDA) immediately following the acceptance of delivery of the Vessel by the Owners from the Charterers pursuant to the MOA;

(iii) the Charterers will accept the Vessel:

(A) on an "as is where is" basis in exactly the same form and state as the Vessel is delivered by the Charterers to the Owners pursuant to the MOA;

(B) in such form and state with any faults, deficiencies and errors of description; and

(C) for the avoidance of doubt, no underwater inspection shall be performed at the time of commencement of this Charter on the basis that any repairs required at the next scheduled dry-docking are the responsibility of the Charterers; and

(c) the Charterers shall have no right to refuse acceptance of delivery of the Vessel into this Charter if the Vessel is delivered to the Owners pursuant to the MOA, and shall be deemed to have accepted delivery of the Vessel under this Charter unconditionally without reservation upon her delivery under the MOA, and notwithstanding and without prejudice to the foregoing, the Owners and the Charterers nonetheless agree to enter into and execute the PDA on delivery of the Vessel under this Charter.

(d) ***No representation or warranty from Owners*** The Charterers acknowledge and agree that the Owners are not the manufacturer or original supplier of the Vessel which has been purchased by the Owners pursuant to the MOA, and have therefore made no representations or warranties in respect of the Vessel or any part thereof, and hereby waive all their rights in respect of any warranty or condition implied (whether statutory or otherwise) on the part of the Owners and all claims against the Owners howsoever the same might arise at any time in respect of the Vessel, or arising out of the design, construction, quality, classification, condition, operation, performance, capacity of the Vessel, fitness for use of the Vessel and the chartering thereof under this Charter (including, without limitation, in respect of the seaworthiness, merchantability or eligibility for particular trade or operation or otherwise of the Vessel).

(e) ***No liability from Owners*** In particular, and without prejudice to the generality of paragraph (d) (*No representation or warranty from Owners*) above, the Owners shall be under no liability whatsoever, howsoever arising, in respect of the injury, death, loss, damage or delay of or to or in connection with the Vessel or any person or property whatsoever, whether onboard the Vessel or elsewhere, and irrespective of whether such injury, death, loss, damage or delay shall arise from the unseaworthiness of the Vessel. For the purpose of this paragraph (e), "delay" shall include delay to the Vessel (whether in respect of delivery under this Charter or thereafter and any other delay whatsoever).

(f) ***Non-Obligation of Owners'*** The Charterers shall be responsible for the condition of the Vessel on the Actual Delivery Date without any obligation on the part of the Owners.

(g) ***No Replacement*** The Owners shall be under no obligation to supply any replacement vessel or any piece or part thereof during any period when the Vessel is unusable or suffers a Total Loss and shall not be liable to the Charterers or any other person as a result of the Vessel being unusable or a Total Loss.

36. Conditions precedent

(b) ***Owners' conditions precedent*** Notwithstanding anything to the contrary in this Charter, the obligations of the Owners to charter the Vessel to the Charterers under this Charter are subject to and conditional upon the Owners' receipt of following documents and evidence (in each case in form and substance acceptable to the Owners) on or before the Actual Delivery Date:

(i) an original of each of the Transaction Documents (other than the Account Charge) together with all documents required by any of them (other than the letters of undertaking referred to in the Charterers' Assignment) (which shall contain the Initial Sub-Charterers' acknowledgement that all Earnings payable under the Initial Sub-Charter shall be paid to an account designated by the Owners until the Owners notify the Initial Sub-Charterers to the contrary, and the Owners shall be under no obligation to so notify the Initial Sub-Charterers if (x) the Charterers have not complied with paragraph (ff) (*Account Charge*) of Clause 49 (*Charterers' undertakings*) or (y) a Potential Termination Event or a Termination Event has occurred);

(ii) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(iii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each Obligor, evidencing their respective approval of the Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owners;

(iv) certified true copies of written resolutions signed by all the holders of the issued shares in each Obligor, approving the terms of, and the transactions contemplated by, the Transaction Documents to which that Obligor is a party;

(v) an original certificate of an authorised signatory of each Obligor certifying that each copy document relating to it specified in this paragraph (a) is correct, complete and in full force and effect.

(vi) if applicable, the original power of attorney of each Obligor under which any document (including the Transaction Documents) are to be executed or transactions undertaken by them;

(vii) if applicable, copies (certified true where possible) of all Authorisations as may be necessary to authorise the performance by each of the Obligors of its obligations under the Transaction Documents to which it is or (as the case may be) will be a party, and the execution, validity and enforceability of such Transaction Documents;

(viii) originals or, if not available, certified true copies of the following:

(A) each duly executed Vessel Management Agreement;

(B) the duly executed Project Documents (other than the Transaction Documents);

(C) the Vessel's current IAPPC;

(D) the Vessel's classification certificate evidencing that it is free of all conditions of class from the Classification Society;

(E) each applicable Approved Technical Manager's current Document of Compliance (as such term is defined pursuant to the ISM Code);

(F) the Vessel's current Safety Management Certificate (as such term is defined pursuant to the ISM Code) and the Vessel's current ISSC; and

(G) the Original Financial Statements of the Guarantor and the Charterers,

in each case (and where applicable) together with all addenda, amendments or supplements;

(ix) evidence that:

(A) all the conditions precedents under clause 7 (*Conditions precedent and subsequent*) of the MOA have been, or, in the Owners' opinion, will be satisfied on the Actual Delivery Date;

(B) the Charterers have paid the Handling Fee and all other fees, costs and expenses that are due on or before the Actual Delivery Date in accordance with Clause 59 (*Fees and expenses*);

(C) all costs and expenses associated with the Vessel's registration under the laws and flag the Approved Flag State and in the name of the Owners have been paid by the Charterers in accordance with paragraph (b)(vii) (*Other costs and expenses*) of Clause 59 (*Fees and expenses*);

(D) the Vessel is insured in the manner required by the Transaction Documents (including, in particular, evidence that Innocent Owners' Interest Insurance has been arranged and that the Owners have been or will be reimbursed by the Charterers for all costs, premiums and expenses paid or incurred by the Owners in connection therewith), together with:

(1) ***intentionally left blank***

(2) evidence that the relevant loss payable clause (in a form as the Owners may approve) has been or will be endorsed on or attached to the policies, the cover notes or certificates of entry relating to the Insurances; and

(3) evidence that letters of undertaking (each in a form as the Owners may approve) will be issued;

(E) the Upfront Hire has been deducted from the Actual Owners' Costs or (as the case may be) paid in accordance with the terms of this Charter; and

(F) any process agent referred to in any Transaction Document has accepted its appointment;

(x) a market standard legal opinion of the legal advisers to the Owners in each of the following relevant jurisdictions in form and substance acceptable to the Owners:

(A) England and Wales;

(B) the Marshall Islands;

(C) Norway; and

(D) any other jurisdiction where any Approved Manager (that is required to give a Manager's Undertaking) is incorporated

or confirmation satisfactory to the Owners that such an opinion will be given;

(xi) a copy of any other Authorisation or other document, opinion or assurance which the Owners consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document (including, without limitation in relation to or for the purposes of any financing by the Owners); and

(xii) copies of the Vessel's certificate of registry and certificate of ownership and encumbrance, both dated the Actual Delivery Date (evidencing that the Vessel is registered under the laws and flag of the Approved Flag State and in the name of the Owners and that the Vessel is free from registered encumbrances and mortgages).

(c) ***Owners' discretion regarding conditions precedent*** If the Owners in their sole discretion agree at the request of the Charterers to deliver the Vessel under this Charter to the Charterers before all of the documents and evidence required under paragraph (a) (*Owners' conditions precedent*) above have been delivered to or to the order of the Owners, the Charterers undertake to deliver all outstanding documents and evidence to or to the order of the Owners no later than seven (7) Business Days after the Actual Delivery Date (or such later date as the Owners may agree in writing, acting in their sole discretion). The delivery of the Vessel by the Owners to the Charterers under this Charter shall not, unless otherwise notified by the Owners (acting in their sole discretion) to the Charterers in writing, be taken as a waiver of the Owners' right to require production of all the documents and evidenced required by this Clause 36.

(d) ***Certified true copies*** Each certified true copy document referred to this Clause 36 must be certified by a director, company secretary, legal representative or other duly authorised representative of the Charterers or (as the case may be) the Owners as being true and complete as at a date no later than the Actual Delivery Date.

37. Bunkers and luboils

(a) At delivery the Charterers shall take over all bunkers, lubricating oil, water and unbroached provisions in the Vessel without cost.

(b) At redelivery the Owners shall take over all bunkers, unused lubricating oil, water and unbroached provisions and other consumable stores in the Vessel without cost.

38. Further maintenance and operation

(a) ***Maintenance*** The good commercial maintenance practice under Clause 10 (*Maintenance and Operation*) (Part II) of this Charter shall be deemed to include:

(i) the maintenance and operation of the Vessel by the Charterers in accordance with:

(A) the relevant regulations, requirements and recommendations of the Classification Society;

(B) the relevant regulations, requirements and recommendations of the country and flag of the Vessel's registry;

(C) any applicable IMO regulations (including, without limitation, the ISM Code, the ISPS Code and MARPOL), relating to the safe operation of the Vessel;

(D) all other applicable regulations, requirements and recommendations, relating to the safe operation of the Vessel; and

(E) the Charterers' operations and maintenance manuals, relating to the safe operation of the Vessel;

(ii) the maintenance and operation of the Vessel by the Charterers taking into account:

(A) engine manufacturers' recommended maintenance and service schedules;

(B) builder's operations and maintenance manuals; and

(iii) recommended maintenance and service schedules of all installed equipment and pipework.

(b) ***Access to class records*** The Charterers covenant with the Owners to provide (at the Charterers' costs) access to class records and inspection records to the Owners upon the Owners' request.

(c) ***Extra equipment*** Any equipment that is found not to be required on board as a result of regulation or operational requirements is either to be, at the Charterers' option, removed at the Charterers' expense or to be maintained in operable condition.

39. Structural changes and alterations

(a) The Charterers shall make no structural changes in the Vessel or changes in the machinery, engines, appurtenances or spare parts thereof without in each instance first securing the Owners' consent thereto, except where any such change:

(i) does not have a material adverse effect on the Vessel's certification or the Vessel's fitness for purpose; and

(ii) will not materially diminish the value of the Vessel and/or have a material adverse effect on the safety, performance, value or marketability of the Vessel.

(b) Upon the occurrence of any Termination Event which is continuing, and if the Vessel is not being transferred to the Charterers pursuant to and in accordance with paragraph (f) (*Transfer of title*) of Clause 52 (*Termination Events*) and the Owners decide to retake possession of the Vessel, then the Charterers shall, in each case at their expense, restore the Vessel to its former condition unless the changes made are carried out:

(i) with the prior written consent of the Owners; or

(ii) to improve the performance, operation or marketability of the Vessel; or

(iii) as a result of a regulatory compliance.

(c) Any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation shall be for the Charterers' account and the Charterers shall not have any right to recover from the Owners any part of the cost for such improvements, changes or new equipment either during the Charter Period, or at redelivery of the Vessel. The Charterers shall not remove any such improvement structural changes or new equipment at redelivery of the Vessel. The Charterers shall upon request give written notice to the Owners of any such improvement, structural changes or new equipment.

40. Hire

(a) ***Hire during Charter Period*** In consideration of the Owners' agreement to charter the Vessel to the Charterers during the Charter Period pursuant to the terms hereof, the Charterers shall pay (or, in respect of the Upfront Hire only and subject to compliance with paragraph (i) below, be deemed to have paid) to the Owners each of the following sums on the relevant dates as follows:

(i) by way of advance hire which is payable upfront, an amount equal to the Upfront Hire on or before the Actual Delivery Date which:

(A) is non-refundable under any circumstances; and

(B) shall be set off against the Actual Owners' Costs in accordance with the MOA;

(ii) on each Hire Payment Date, by way of principal hire (each a "**Principal Hire**") an amount equal to one fortieth ($1/40^{th}$) of fifty two point five per cent. (52.5%) of the Actual Owners' Costs;

(iii) on each Hire Payment Date, by way of variable hire (each a "**Variable Hire**"), the variable hire then payable on the corresponding Hire Payment Date. The amount of Variable Hire payable on each Hire Payment Date is calculated in accordance with the following formula:

A x B x C

whereby

A = the Cost Balance immediately prior to the relevant Hire Payment Date

B = the aggregate of (i) the Margin and (ii) the Applicable Rate

C = a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Hire Payment Date (including that date) until, in respect of the Hire Payment Date of the final Hire Period during the Charter Period, the last day of such Hire Period (including that day), and, in respect of all other Hire Payment Dates, the next Hire Payment Date (not including that date).

(b) ***Accrual of Hire*** For the purpose of determining any Hire payment under paragraph (a) (*Hire during Charter Period*) above, Variable Hire shall accrue from and including the first (1st) day of the relevant Hire Period in accordance with paragraph (a) (*Hire during Charter Period*) above.

(c) ***Payment of Hire*** The Hire shall be paid in advance and on or before each Hire Payment Date (in respect of which time is of the essence) with the first Hire Payment Date falling on the Actual Delivery Date. Each Hire shall be received by the Owners by 3:00 p.m. (Hong Kong time) on the relevant Hire Payment Date (in respect of which time is of the essence).

(d) ***Non-Business Day*** Any payment provided herein due on any day which is not a Business Day shall be payable on the preceding Business Day.

(e) ***Payment account information*** All payments under this Charter shall be made to the account opened in the name of the Owners with such bank as the Owners may choose in Hong Kong, the details of which shall be notified by the Owners to the Charterers prior to the first Hire Payment Date (or such other account as the Owners may thereafter notify the Charterers in writing from time to time) (the "**Owners' Account**") for credit to the account of the Owners.

(f) ***Charterers' Hire payment obligation absolute*** Following delivery of the Vessel to, and acceptance by, the Charterers under this Charter, the Charterers' obligation to pay Hire on a "hell and high water" basis in accordance with this Clause 40 shall be absolute and unconditional irrespective of any contingency whatsoever including but not limited to:

(i) any set-off, counterclaim, recoupment, defence or other right which either party to this Charter may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss, destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use, possession or enjoyment of the Vessel by the Charterers for any reason whatsoever;

(iii) any unavailability of the Vessel, for any reason, including but not limited to any action or inaction by any Sub-Charterers, seaworthiness, condition, design, operation, merchantability or fitness for use or purpose of the Vessel or any apparent or latent defects in the Vessel or its machinery and equipment or the ineligibility of the Vessel for any particular use or trade or for registration of documentation under the laws of any relevant jurisdiction or lack of registration or the absence or withdrawal of any consent required under the applicable law of any relevant jurisdiction for the ownership, chartering, use or operation of the Vessel or any damage to the Vessel;

(iv) any lack or invalidity of title, registration, or the good standing of the Owners or any other defect in title, registration, or the good standing of the Owners provided such lack or invalidity of title or defect does not affect the quiet and peaceful use, possession and enjoyment of the Vessel;

(v) any failure or delay on the part of either party to this Charter, whether with or without fault on its part, in performing or complying with any of the terms, conditions or other provisions of this Charter;

(vi) any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, administration, liquidation or similar proceedings by or against the Owners, any Obligor, any Sub-Charterers, or any change in the constitution of the Owners, any Obligor, any Sub-Charterers or any Sub-Charter Guarantor;

(vii) any invalidity or unenforceability or lack of due authorisation of or any defect in this Charter or any Sub-Charter; or

(viii) any other cause which would but for this provision have the effect of terminating or in any way affecting the obligations of the Charterers hereunder,

it being the intention of the parties that the provisions of this Clause 40, and the obligation of the Charterers to pay Hire and make any payments under this Charter, shall (save as expressly provided in this Clause 40) survive any frustration and that, save as expressly provided in this Charter, no moneys paid under this Charter by the Charterers to the Owners shall in any event or circumstance be repayable to the Charterers. For the avoidance of doubt, the obligation of Charterers to pay Hire under this Charter shall not be affected by any breach of this Charter by the Owners, it being understood that the Charterers shall, in the event of such breach, be entitled to claim compensation for their losses, documented damages or expenses (excluding Hire paid under this Charter).

(g) ***All payments free from deductions***

(i) All payments of Hire and all other Unpaid Sums to the Owners pursuant to this Charter and the other relevant Transaction Documents shall be made in immediately available funds in US Dollars and free and clear of, and without deduction for or on account of, any bank charges and any other Taxes (including a FATCA Deduction).

(ii) In the event that the Charterers are required by any law or regulation to make any deduction or withholding (including a FATCA Deduction) on account of any taxes which arise as a consequence of any payment due under this Charter, then:

(A) the Charterers shall notify the Owners promptly after they become aware of such requirement;

(B) the Charterers shall remit the amount of such taxes to the appropriate taxation authority within any applicable time limits and in any event prior to the date on which penalties attach thereto; and

(C) such payment shall be increased by such amount as may be necessary to ensure that the Owners receive a net amount which, after deducting or withholding such taxes, is equal to the full amount which the Owners would have received had such payment not been subject to such taxes.

(iii) The Charterers shall forward to the Owners evidence satisfactory to the Owners that any such taxes have been remitted to the appropriate taxation authority within thirty (30) days of the expiry of any time limit within which such taxes must be so remitted or, if earlier, the date on which such taxes are so remitted.

(h) ***Default interest*** Subject to paragraph (a)(i) (*Non-payment*) of Clause 52 (*Termination Events*), if the Charterers fail to pay any amount payable by it under a Transaction Document on its due date, interest shall accrue on the Unpaid Sum from the day which is three (3) days of the due date up to the date of actual payment (both before and after judgment) at a rate which is two per cent. (2%) per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted Principal Hire for successive Hire Periods. Any interest accruing under this paragraph (h) shall be immediately payable by the Charterers on demand by the Owners. Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Hire Period applicable to that Unpaid Sum but will remain immediately due and payable.

(i) ***Hire payment obligation to survive termination*** In the event that this Charter is terminated for whatever reason, the Charterers' obligation to pay Hire and such other Unpaid Sum which (in each case) has accrued due before, and which remains unpaid, at the date of such termination shall continue notwithstanding such termination.

(j) ***Illegality*** In the event that it becomes unlawful or it is prohibited for the Owners to charter the Vessel to the Charterers pursuant to this Charter, then the Owners shall notify the Charterers of the relevant event and negotiate in good faith with the Charterers for a period of thirty (30) days from the date of the receipt of the relevant notice by the Charterers to agree an alternative. If such agreement is not reached within such thirty (30)-day period, the Parties agree that, in such circumstances, the Owners shall have the right to terminate this Charter by delivering to the Charterers a Termination Notice specifying a Termination Payment Date, whereupon the Charterers shall be obliged to pay to the Owners the Termination Sum in accordance with paragraph (d) (*Payment of Termination Sum*) of Clause 52 (*Termination Events*) and comply with such other terms and conditions as may be specified in such Termination Notice, and, for the avoidance of doubt, paragraph (f) (*Transfer of Title*) of Clause 52 (*Termination Events*) shall apply.

(k) ***Break Costs*** The Charterers shall, within three (3) Business Days of the Owners' demand, pay to the Owners the Break Costs.

(l) ***Certificates and determinations*** Any certification or determination by the Owners of a rate or amount under any Transaction Document is, in the absence of fraud or manifest error, conclusive evidence of the matters to which it relates.

(m) ***Day count convention*** Any Hire, interest, commission or fee accruing under an Transaction Document will accrue from day to day and is calculated on the basis of the actual number of days that will elapse or have elapsed and a year of 360 days (or, where the amount is payable in a currency other than US Dollars, such period as is customary for such currency).

(n) ***Unavailability of Term SOFR***

(A) If no Term SOFR is available for three (3) months, the applicable Reference Rate shall be the Interpolated Term SOFR.

(B) If paragraph (A) above applies but it is not possible to calculate the Interpolated Term SOFR, the applicable Reference Rate shall be the Historic Term SOFR.

(C) If paragraph (B) above applies but no Historic Term SOFR is available, the applicable Reference Rate shall be the Interpolated Historic Term SOFR.

(o) ***Market disruption*** If before close of business in Shanghai on the Variable Hire Determination Date for the relevant Hire Period, (1) no Reference Rate is available or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance would be in excess of the Market Disruption Rate, then Clause 40(p) (*Cost of funds*) shall apply to the Cost Balance for the relevant Hire Period.

(p) ***Cost of funds***

(i) If this Clause 40(p) applies for any Hire Period, then the Applicable Rate on the Cost Balance for that Hire Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event before the first day of that Hire Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Cost Balance and if such rate is less than zero then it shall be deemed to be zero.

(ii) If this Clause 40(p) applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Applicable Rate.

(iii) Any alternative basis agreed pursuant to sub-paragraph (ii) above shall be binding on all Parties.

(iv) If an alternative basis is not agreed pursuant to sub-paragraph (ii) above, the Applicable Rate shall continue to be determined in accordance with sub-paragraph (i) above.

41. Increased Costs

(a) ***Increased Costs*** Subject to paragraph (c) (*Exceptions*) below, the Charterers shall, within three (3) Business Days of a demand by the Owners, pay to the Owners the amount of any Increased Costs incurred by the Owners or any of the Owners' Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation;

(ii) compliance with any law or regulation made after the Original Charter Date; or

(iii) the implementation or application of or compliance with Basel III, CRR or CRD IV or any other law or regulation which implements Basel III, CRR or CRD IV (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

In this Charter:

(i) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

(ii) "**CRD IV**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended, supplemented or restated.

(iii) "**CRR**" means Regulation EU No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation EU No 648/2012, as amended, supplemented or restated.

(iv) "**Increased Costs**" means:

(A) a reduction in the rate of return from the Hire or on the Owners' (or any of the Owners' Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Transaction Document,

which is incurred or suffered by the Owners or any of the Owners' Affiliates to the extent that it is attributable to the Owners or any of the Owners' Affiliates having entered into any Transaction Document or funding or performing its obligations under any Transaction Document.

(b) ***Increased Cost claims***

(i) The Owners shall promptly notify the Charterers of any claim arising from paragraph (a) (*Increased Costs*) above and of the event giving rise to such claim.

(ii) The Owners shall, as soon as practicable after having made a demand in respect of such claim, provide a certificate confirming the amount of their Increased Costs.

(c) ***Exceptions*** Paragraph (a) (*Increased Costs*) above does not apply to the extent that any Increased Cost is:

(i) compensated for by a payment made under sub-paragraph (g)(ii)(C) (*All payments free from deductions*) of Clause 40 (*Hire*);

(ii) compensated for by a payment made under Clause 60 (*Stamp duties*);

(iii) attributable to a FATCA Deduction required to be made by either Party, an Obligor or a Finance Party (if applicable);

(iv) attributable to the wilful breach by the Owners (or an Affiliate of the Owners) of any law or regulation; or

(v) attributable to the implementation or application of, or compliance with, the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the Original Charter Date (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

42. Insurance

(a) ***Charterers' obligation to place insurance*** During the Agreement Term, the Charterers shall at their expense keep the Vessel insured against fire and marine risks (including, without limitation, hull and machinery and excess risks), oil pollution liability risks, war (including, if applicable, "War Risks" as defined in paragraph (a) of Clause 26 (*War*)) and protection and indemnity risks (and any risks against which it is compulsory to insure for the operation for the Vessel):

(i) in US Dollars; and

(ii) in such market and on such terms as the Owners shall approve in writing, such approval not to be unreasonably withheld;

(b) ***Beneficiaries of insurances*** Such insurances shall be arranged by the Charterers to protect the interests of the Owners, the Charterers and (if any) the Finance Parties, and the Charterers shall be at liberty to protect under such insurances the interests of any Approved Manager and the interest of any other named assured or co-assured if the interest of such Approved Manager, other named assured or co-assured is limited:

(i) in respect of any insurances for hull and machinery and war risks:

(A) to any provable out-of-pocket expenses that they have incurred and which form part of any recoverable claim on underwriters; and

(B) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any such claims made specifically against them); and

(ii) in respect of any insurances for protection and indemnity risks, to any recoveries they are entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against them,

(c) ***Scope of insurance*** The policies of Insurance shall cover the Owners, the Charterers and (if any) the Finance Parties according to their respective interests. Subject to the approval of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

(d) ***Repairs etc. not covered by Insurances*** The Charterers shall also remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the Insurance and/or not exceeding any possible franchise(s) or deductibles provided for in the Insurance.

(e) ***H&M and war risks coverage*** The Charterers shall arrange that, at any time during the Agreement Term, the hull and machinery and war risks insurance (including increased value insurance) shall be:

(i) in an amount not less than the greater of:

(A) one hundred and twenty per cent. (120%) of the then current Cost Balance; and

(B) one hundred and twenty per cent. (120%) of the latest Fair Market Value of the Vessel ascertained prior to such time;

(ii) effected through internationally reputable insurer(s) or underwriter(s) approved by the Owners; and

(iii) on industry standard terms applicable at the time or otherwise on terms acceptable to the Owners.

(f) ***Protection and indemnity coverage*** The Vessel shall be entered in a protection and indemnity association which is a member of the International Group of P&I Clubs (the "**IG**") on customary terms and shall (i) include freight, demurrage and defence insurances and (ii) be covered against liability for pollution claims in an amount not less than one thousand million US Dollars (US$1,000,000,000) or the maximum amount of cover from time to time provided by members of the IG (if such maximum amount of cover is higher than one thousand million US Dollars (US$1,000,000,000)). The Charterers may only place protection and indemnity cover with a captive insurance company or any protection and indemnity association which is not a member of the IG if (A) prior written approval from the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) is obtained and (B) all of the documents required by the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) are provided to the satisfaction of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)). All insurances shall include customary protection in favour of the Owners and (if any) the Finance Parties such as notice of cancellation and exclusion from liability for premiums or calls.

(g) ***Placing of Insurances and named assureds*** Without prejudice to paragraph (e) (*H&M and war risks coverage*) and paragraph (f) (*Protection and indemnity coverage*) above, the Charterers undertake to place the Insurances in such markets, in such currency and on such terms and conditions as are customary for owners of similar tonnage, and (unless any Insurances are placed directly and not through a broker) with an Approved Insurance Broker or such other first class and reputable brokers as the Owners shall have approved in writing.

(h) ***No alteration to terms of Insurances and supply of information*** The Charterers shall not materially alter the terms of any of the Insurances nor allow any person to be co-assured under any of the Insurances without the prior written consent of the Owners. The Charterers shall, (A) no later than ten (10) days before the proposed date of delivery under this Charter, and (B) at any other time upon request of the Owners, supply the Owners with such information as the Owners may in their discretion require with regard to the Insurances (including, without limitation, the main terms of the Insurances) and the brokers, underwriters or associations through or with which the Insurances are placed.

(i) ***Insurance reports*** The Charterers shall:

(i) reimburse the Owners on demand all costs and expenses incurred by the Owners in obtaining from time to time a report on the adequacy of the Insurances from an insurance adviser instructed by the Owners; and

(ii) procure that there is delivered to such insurance adviser all such information in relation to the Insurances as such insurance adviser may require.

(j) ***Payment of premiums etc.*** The Charterers undertake duly and punctually to pay all premiums, calls and contributions, and all other sums at any time payable in connection with the Insurances, and, at their own expense, to arrange and provide any guarantees from time to time required by any underwriters, protection and indemnity or war risks association. From time to time at the Owners' request, the Charterers will provide the Owners with (i) copies of all invoices issued by the brokers, underwriters or associations in respect of such premiums, calls, contributions and other sums, and (ii) evidence satisfactory to the Owners that such premiums, calls, contributions and other sums have been duly and punctually paid; that any such guarantees have been duly given; and that all declarations and notices required by the terms of any of the Insurances to be made or given by or on behalf of the Charterers to brokers, underwriters or associations have been duly and punctually made or given.

(k) ***Compliance with Insurances*** The Charterers will comply in all respects with all terms and conditions of the Insurances and will make all such declarations to brokers, underwriters and associations as may be required to enable the Vessel to operate in accordance with the terms and conditions of the Insurances. The Charterers will not do, nor permit to be done, any act, nor make, nor permit to be made, any omission, as a result of which any of the Insurances may become liable to be suspended, cancelled or avoided, or may become unenforceable, or as a result of which any sums payable under or in connection with any of the Insurances may be reduced or become liable to be repaid or rescinded in whole or in part. In particular, but without limitation, the Charterers will not permit the Vessel to be employed other than in conformity with the Insurances without first taking out additional insurance cover in respect of that employment in all respects to the satisfaction of the Owners, and the Charterers will promptly notify the Owners of any new material requirement imposed by any broker, underwriter or association in relation to any of the Insurances.

(l) ***Renewal of Insurances*** The Charterers will, no later than ten (10) days before the expiry of any of the Insurances renew them and shall, no later than ten (10) days before the expiry of any of the Insurances, give the Owners and, if applicable, the Finance Parties such details of those renewals as the Owners and, if applicable, the Finance Parties may require.

(m) ***Delivery of documents relating to Insurances*** The Charterers shall:

(i) deliver to the Owners and, if applicable, the Finance Parties, certified copies (and, if required by the Owners and/or (if applicable) any Finance Parties, the originals) of all policies, certificates of entry (endorsed with the appropriate notices of assignment and loss payable clauses as may be required by the Owners and, if applicable, the Finance Parties from time to time) and other documents relating to the Insurances (including, without limitation, receipts for premiums, calls or contributions);

(ii) procure that a loss payable clause (substantially in the form attached to the Charterers' Assignment) or, in the case of entries in a protection and indemnity association, a note of the Owners' interest in such form as the Owners may approve, shall be endorsed on or attached to the policies, cover notes or certificates of entry relating to the Insurances; and

(iii) procure that letters of undertaking (in such form as the Owners and, if applicable, the Finance Parties may approve) shall be issued to the Owners and, if applicable, the Finance Parties by the brokers, underwriters or associations through which the Insurances are placed (or, in the case of protection and indemnity or war risks associations, by their managers);

(n) ***Fleet cover*** If the Vessel is at any time during the Agreement Term insured under any form of fleet cover, the Charterers shall procure that those letters of undertaking contain confirmation that the brokers, underwriters or association (as the case may be) will not set-off claims relating to the Vessel against premiums, calls or contributions in respect of any other vessel or other insurance, and that the insurance cover of the Vessel will not be cancelled by reason of non-payment of premiums, calls or contributions relating to any other vessel or other insurance. Failing receipt of those confirmations, the Charterers will instruct the brokers, underwriters or association concerned to issue a separate policy or certificate for the Vessel in the sole name of the Charterers or of the Charterers' brokers as agents for the Charterers.

(o) ***Provision of information on casualty, accident or damage*** The Charterers shall promptly provide the Owners and, if applicable, the Finance Parties with full information regarding any casualty or other accident or damage to the Vessel including, without limitation, any communication with all parties involved in case of a claim under any of the Insurances.

(p) ***Step-in rights of Owners and Finance Parties*** The Charterers agree that, on and at any time after the occurrence of a Termination Event which is continuing, the Owners and, if applicable, the Finance Parties shall be entitled to:

(i) collect, sue for, recover and give a good discharge for all claims in respect of any of the Insurances;

(ii) pay collecting brokers the customary commission on all sums collected in respect of those claims;

(iii) compromise all such claims or refer them to arbitration or any other form of judicial or non-judicial determination; and

(iv) otherwise deal with such claims in such manner as the Owners and, if applicable, the Finance Parties shall in their discretion think fit.

(q) ***Total loss insurance proceeds*** Whether or not a Termination Event shall have occurred, the proceeds of any claim under any of the Insurances in respect of a Total Loss shall be paid and applied in accordance with Clause 57 (*Total Loss*).

(r) ***Payment of insurance proceeds***

(i) The Owners agree that any amounts which may become due under any protection and indemnity entry or insurance shall be paid to the Charterers to reimburse the Charterers for, and in discharge of, the loss, damage or expense in respect of which they shall have become due, unless, at the time the amount in question becomes due, a Termination Event shall have occurred and is continuing, in which event the Owners shall be entitled to receive the amounts in question and to apply them either:

(A) in reduction of the Termination Sum owed by the Charterers pursuant to paragraph (d) of Clause 52 (*Termination Events*); or

(B) at the option of the Owners, to the Charterers and/or other third parties in discharge of the liability in respect of which they were paid.

(ii) Without prejudice to the forgoing and subject to the terms of the Finance Documents (if any), all other claims in relation to the Insurances (other than in respect of a Total Loss), shall, unless and until the occurrence of a Termination Event which is continuing, in which event all claims under the relevant policy shall be payable directly to the Owners, be payable as follows:

(A) a claim in respect of any one casualty where the aggregate claim against all insurers does not exceed the Major Casualty Amount, prior to adjustment for any franchise or deductible under the terms of the relevant policy, shall be paid directly to the Charterers (as agent for the Owners) for the repair, salvage or other charges involved or as a reimbursement if the Charterers fully repaired the damage to the satisfaction of the Owners and paid all of the salvage or other charges; or

(B) a claim in respect of any one casualty where the aggregate claim against all insurers exceeds the Major Casualty Amount prior to adjustment for any franchise or deductible under the terms of the relevant policy shall, subject to the prior written consent of the Owners, be paid to the Charterers as and when the Vessel is restored to her former state and condition and the liability in respect of which the insurance loss is payable is discharged, and provided that the insurers may with such consent make payment on account of repairs in the course of being effected but, in the absence of such prior written consent shall be payable directly to the Owners.

(s) ***Settlement, compromise or abandonment of claims*** The Charterers shall not settle, compromise or abandon any claim under or in connection with any of the Insurances (other than a claim of less than the Major Casualty Amount arising other than from a Total Loss) without the prior written consent of the Owners and, if applicable, the Finance Parties.

(t) ***Owners' rights to maintain Insurances*** If the Charterers fail to effect or keep in force the Insurances, the Owners may (but shall not be obliged to) effect and/or keep in force such insurances on the Vessel and such entries in protection and indemnity or war risks associations as the Owners in their discretion consider desirable, and the Owners may (but shall not be obliged to) pay any unpaid premiums, calls or contributions. The Charterers will reimburse the Owners from time to time on demand for all such premiums, calls or contributions paid by the Owners, together with interest calculated in accordance with paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the date of payment by the Owners until the date of reimbursement.

(u) ***Environmental protection issues*** The Charterers shall comply strictly with the requirements of any legislation relating to pollution or protection of the environment which may from time to time be applicable to the Vessel in any jurisdiction in which the Vessel shall trade and in particular the Charterers shall comply strictly with the requirements of the United States Oil Pollution Act 1990 (the "**Act**") if the Vessel is to trade in the United States of America and Exclusive Economic Zone (as defined in the Act). Before any such trade is commenced and during the entire period during which such trade is carried on, the Charterers shall:

(i) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to the Charterers for the Vessel in the market;

(ii) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association in order to maintain such cover, and promptly deliver to the Owners copies of such declarations;

(iii) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly deliver to the Owners copies of reports made in respect of such surveys;

(iv) implement any recommendations contained in the reports issued following the surveys referred to in sub-paragraph (u)(iii) above within the shorter of (x) the relevant time limits contained in such reports, or (y) ten (10) Business Days, and provide evidence satisfactory to the Owners that the protection and indemnity insurers are satisfied that this has been done; and

(v) in addition to the foregoing (if such trade is in the United States of America and Exclusive Economic Zone):

(A) obtain and retain a certificate of financial responsibility under the Act in form and substance satisfactory to the United States Coast Guard and provide the Owners with evidence of the same;

(B) procure that the protection and indemnity insurances do not contain a US Trading Exclusion Clause or any other analogous provision and provide the Owners with evidence that this is so; and

(C) comply strictly with any operational or structural regulations issued from time to time by any relevant authorities under the Act so that at all times the Vessel falls within the provisions which limit strict liability under the Act for oil pollution.

(v) ***Mortgagees' Interest Insurance*** Any Finance Party shall be at liberty to take out a Mortgagees' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as that Finance Party may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners or such Finance Party for all costs, premiums and expenses paid or incurred by the Owners or that Finance Party in connection with any Mortgagees' Interest Insurance, but only to the extent corresponding to a Mortgagees' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(w) ***Innocent Owners' Interest Insurance*** The Owners shall be at liberty to, at any time during the Agreement Term, take out an Innocent Owners' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with any Innocent Owners' Interest Insurance, but only to the extent corresponding to an Innocent Owners' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(x) ***Cooperation by the Charterers*** The Charterers agree and undertake that:

(i) in the event that the Charterers receive any payment in relation to the Insurances in contravention of this Charter, the Charterers will hold such payment on trust and on behalf of the Owners;

(ii) the Charterers will not refuse, withhold (or otherwise delay giving) consent to the payment of any amount which becomes payable to the Owners under the Insurances (to the extent that such payment is payable to the Owners in accordance with terms of this Charter);

(iii) at the request of the Owners and at the cost of the Charterers, place any other market standard insurance as may be requested by the Owners and/or the Finance Parties (if any);

(iv) from time to time on the written request of the Owners, the Charterers will promptly execute and deliver to the Owners all documents which the Owners may require for the purpose of obtaining any payment in relation to the Insurances (to the extent that such payment is payable to the Owners in accordance with the terms of this Charter).

(y) ***Freight, demurrage and defence*** To the extent not already covered under the Vessel's Insurances, the Owners shall be at liberty to, in relation to the Vessel, take out freight, demurrage and defence cover on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with such cover.

43. Inspection

(a) ***Owners' right to inspect*** For so long as no Termination Event has occurred and is continuing, the Owners shall exercise the inspection rights under Clause 8 (*Inspection*):

(i) no more than once per calendar year on such date as the Owners may determine (and not at all if during a calendar year the Vessel is inspected pursuant to paragraph (c) (*Inspection during dry-docking*) below);

(ii) during normal business hours and upon written notice; and

(iii) so as not to disrupt the commercial operation of the Vessel,

and, in each case, the Charterers must grant or procure that the Owners and/or their representatives are given access to the Vessel, **provided that** the above shall not apply upon the occurrence of a Termination Event and the Owners shall, in such event, be entitled to inspect or survey or instruct a duly authorised surveyor to carry out such survey of the Vessel on their behalf at any time after the occurrence of a Termination Event.

(b) ***Inspection costs generally*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with Clauses 8 (*Inspection*) and paragraph (a) (*Owners' right to inspect*) above shall be for the account of the Charterers.

(c) ***Inspection during dry-docking*** The Charterers must give the Owners not less than one (1) month's prior notice of any scheduled dry-docking of the Vessel to be performed during the Charter Period, and must:

(i) permit and/or procure permission for, the Owners and/or any person designated by the Owners to inspect and survey the Vessel during such dry-docking (so long as such inspection is during normal business hours, is upon written notice and does not disrupt the dry-docking of the Vessel); and

(ii) provide, or procure the provision of, proper facilities for such inspection.

(d) ***Inspection costs during dry-docking*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with paragraph (c) (*Inspection during dry-docking*) above shall be for the account of the Charterers.

(e) ***No liability upon Owners regarding inspection*** The Owners shall not:

(i) have any duty or liability to make any visit, inspection or survey pursuant to this Charter; or

(ii) incur any liability or obligations by not making any inspection or have any liability arising out of any visit, inspection or survey.

44. Redelivery

Upon:

(a) the occurrence of any Termination Event which is continuing and if the Owners decide to withdraw the Vessel from the service of the Charterers pursuant to paragraph (c) of Clause 52 (*Owners' options after occurrence of Termination Event*); or

(b) the Owners deliver a Termination Notice to the Charterers under paragraph (j) of Clause 40 (*Hire*) but the Charterers fail to pay the relevant Termination Sum on the Termination Payment Date; or

(c) the expiry of the Agreed Charter Period (and subject to no Total Loss having occurred, no Purchase Option being exercised and no Purchase Obligation being fulfilled),

the Charterers shall, at their own cost and expense, redeliver or cause to be redelivered the Vessel to the Owners at a safe, ice free port where the Vessel would be afloat at all times in a ready safe berth or anchorage, in accordance with Clauses 15 (*Redelivery*) (Part II), 45 (*Redelivery conditions*) and 46 (*Survey on redelivery*).

If the Vessel is to be redelivered pursuant to paragraph (b) above, the Charterers shall give the Owners not less than ninety (90) running days' preliminary notice of expected date of redelivery and not less than seven (7) running days' definite notice of expected date of redelivery and port of redelivery.

45. Redelivery conditions

(a) ***Redelivery conditions*** In addition to what has been agreed in Clauses 15 (*Redelivery*) (Part II) and 44 (*Redelivery*), the condition of the Vessel shall at redelivery be as follows:

(i) the Vessel shall be free of any class conditions, recommendations and/or statutory breaches affecting the validity of its trading certificates;

(ii) the Vessel must be redelivered with all equipment and spares or replacement items which were on board at the time of the delivery under the MOA (save for any spare part or spare equipment which has been consumed in the course of operating the Vessel) and transferred to the Owners pursuant to the MOA and the log book (or a certified copy if the original cannot be provided) and other technical documentation which may be in the Charterers' possession shall promptly be forwarded to the Owners at the Charterers' expense;

(iii) the Vessel must be redelivered with all national and international trading certificates and hull/machinery survey positions for both class and statutory surveys free of any recommendation and qualifications valid and un-extended for a period of at least three (3) months beyond the redelivery date.

(iv) the Vessel shall have passed any flag or class surveys or inspections due within three (3) months after the date of redelivery and have its continuous survey system up to date;

(v) the Vessel shall be free and clear of all liens; and

(vi) without prejudice to any of the foregoing, the Vessel shall be in the same or as good structure, state, condition and class as she was when she was delivered to the Charterers under this Charter on the Actual Delivery Date, fair wear and tear excepted.

(b) ***Obligation to pay Hire to continue*** Unless and until such time as the Termination Sum is paid by the Charterers to the Owners in accordance with the terms of this Charter, the Charterers shall continue to pay Hire in accordance with the terms of this Charter.

46. Survey on redelivery

If the Vessel is not sold or transferred in accordance with this Charter (including pursuant to the exercise of a Purchase Option or fulfilment of the Purchase Obligation or any other reason whatsoever), and provided that it has not become a Total Loss, the Owners shall be entitled to appoint (at the cost of the Charterers) one independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel at redelivery. If the Vessel is not in the condition or does not meet the performance criteria required by Clause 45 (*Redelivery conditions*), a list of deficiencies together with the costs of repairing/remedying such deficiencies shall be prepared by the surveyor and the Charterers shall be obligated to, at their costs, repair/remedy all deficiencies identified in such list prior to redelivery.

47. Owners' mortgage

(a) ***Owners' funding arrangements*** The Charterers:

(i) acknowledge that the Owners may enter into certain funding arrangements with the Finance Parties in order to finance part of the Actual Owners' Costs, which funding arrangements may be secured, inter alia, by ship mortgages over the Vessel and (along with other related matters) the relevant Finance Documents **provided that** simultaneously with the Owners' execution of any such ship mortgages, the relevant Finance Parties shall issue a Quiet Enjoyment Letter in favour of the Charterers;

(ii) irrevocably consent to any assignment in favour of the Finance Parties of the Charterers' rights, title, interests and benefits in and to the Insurances, Earnings, Requisition Compensation, any Transaction Documents in favour of the Finance Parties pursuant to the relevant Finance Documents; and

(iii) without limiting the generality of paragraph (p) (*Further assurance (Finance Parties)*) of Clause 49 (*Charterers' undertakings*), undertake to promptly execute, provide or procure the execution or provision (as the case may be) of such further information or document as in the opinion of the Owners and/or the Finance Parties are necessary to effect the assignment referred to in sub-paragraph (ii) above and any assignment (by way of security) by the Owners of its rights in the Transaction Documents in favour of any Finance Party.

(b) ***Owners' right to assign*** Without prejudice to paragraph (a) (*Owners' funding arrangements*) of this Clause 47 (*Owners' mortgage*) or any other provisions in this Charter, the Owners may assign (by way of security) their rights under any Transaction Document to a Finance Party without the prior written consent of the Charterers.

48. Charterers' representations and warranties

(a) The Charterers make the representations and warranties set out in this Clause 48 to the Owners on the Effective Date:

(i) ***Status*** each Obligor:

(A) is a company or corporation (as applicable), duly incorporated in good standing and validly existing under the laws of its jurisdiction of incorporation; and

(B) has the power to own its assets and carry on its business as it is being conducted;

(ii) ***Binding obligations*** the obligations expressed to be assumed by each Obligor in the Transaction Documents to which it is a party are legal, valid, binding and enforceable obligations;

(iii) ***Non-conflict with other obligations*** the entry into and performance by each Obligor of, and the transactions contemplated by, the Transaction Documents to which it is a party do not and will not conflict with:

(A) any law or regulation applicable to it;

(B) its constitutional documents; or

(C) any material agreement or instrument binding on it or any of its assets;

(iv) ***Power and authority*** each Obligor has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated thereunder;

(v) ***Validity and admissibility in evidence*** all Authorisations required:

(A) to enable each Obligor to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(B) to make each Transaction Document to which each Obligor is a party admissible in evidence in its Relevant Jurisdiction;

(C) for each Obligor to carry on its business; and

(D) to enable each relevant Obligor to create the Security Interest to be created by it under any Security Document to which it is a party and to ensure that such Security Interest has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect;

(vi) ***Governing law and enforcement***

(A) the choice of English law as the governing law of the Transaction Documents (other than the Account Charge) and the choice of Singapore law as governing law of the Account Charge will be recognised and enforced in the Relevant Jurisdiction of each Obligor; and

(B) any arbitral award granted in relation to any Transaction Document will be recognised and enforced in the Relevant Jurisdiction of each relevant Obligor and in the jurisdiction where any asset of such Obligor (which asset is subject to such arbitral award) is situated;

(vii) ***Deduction of Tax*** it is not required under the laws of any Relevant Jurisdiction of any Obligor to make any deduction for or on account of Tax from any payment any Obligor may make under any Transaction Document (including a FATCA Deduction);

(viii) ***No filing or stamp taxes*** under the laws of each Relevant Jurisdiction of each Obligor, it is not necessary that any Transaction Document to which such Obligor is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation thereto or the transactions contemplated thereby;

(ix) ***No Potential Termination Event***

(A) no Potential Termination Event or Termination Event is continuing or might be expected to result from any Obligor's entry into, or performance of the transactions contemplated by any Transaction Document to which such Obligor is a party; and

(B) no other event or circumstance is outstanding which constitutes a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any of such Obligor's Subsidiaries or to which such Obligor's (or any of such Obligor's Subsidiaries') assets are subject and which might have a Material Adverse Effect;

(x) ***No misleading information***

(A) any factual information provided by or on behalf of the Charterers to the Owners was true and accurate in all material respects as at the date it was provided or as the date (if any) at which such information was stated;

(B) nothing has occurred or been omitted from the information so provided and no information has been given by or on behalf of the Charterers or withheld that results in the information provided by or on behalf of the Charterers being untrue or misleading in any material respect; and

(C) any financial projections provided by each relevant Obligor or on its behalf and delivered to the Owners in connection with this Charter have been prepared on the basis of most recent historical information and on the basis of reasonable and lawful assumptions.

(xi) ***Copies of Project Documents*** the copies of the Project Documents provided by the Charterers to the Owners in accordance with Clause 36 (*Conditions precedent*) are true and accurate copies of the originals and represent the full agreement between the parties to those Project Documents in relation to the subject matter of those Project Documents and there are no commissions, rebates, premiums or other payments due or to become due in connection with the subject matter of those Project Documents other than in the ordinary course of business or as disclosed to, and approved in writing by, the Owners.

(xii) ***Financial statements*** in relation to the Original Financial Statements:

(A) the Original Financial Statements were prepared in accordance with GAAP consistently applied;

(B) the Original Financial Statements give a true and fair view and represent the consolidated financial condition of the Guarantor and the Charterers and their respective operations during the relevant financial year save to the extent expressly disclosed in such financial statements; and

(C) there has been no material adverse change in the business or financial condition of the Guarantor or the Charterers since the date on which the relevant Original Financial Statements were drawn up;

(xiii) ***Pari passu ranking*** the payment obligations of each Obligor under each Transaction Document to which it is a party rank at least *pari passu* with the claims of all other unsecured and unsubordinated creditors of such Obligor, except for obligations mandatorily preferred by law applying to companies generally;

(xiv) ***No proceedings pending or threatened*** no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of the Charterers' knowledge) been started or threatened which, if adversely determined, might be expected to have a material adverse effect on the business, assets, financial condition or creditworthiness of any Obligor;

(xv) ***No immunity*** none of the Obligors nor any of its assets has any right to immunity from set-off, legal proceedings, attachment prior to judgment, other attachment or execution of judgment on the grounds of sovereign immunity or otherwise;

(xvi) ***Tax compliance and no tax claims:*** each Obligor has complied with all Tax laws and regulations applicable to it and its business and there are no tax claims commenced or threatened to commence against any Obligor;

(xvii) ***No insolvency*** none of the Obligors is insolvent or in liquidation or administration or subject to any other formal or informal insolvency procedure, and no receiver, administrative receiver, administrator, liquidator, trustee or analogous officer has been appointed in respect of the Charterers or all or any part of their assets;

(xviii) ***No breach of AML Laws*** none of the Obligors is, or will be, directly or indirectly, and whether knowingly or otherwise, involved in any transaction (including any sale and leaseback transaction):

(A) which is contrary to any AML Laws; or

(B) the proceeds of which have been used for any purpose that would breach any anti-bribery or anti-corruption legislation in jurisdictions in which any Obligor conduct its business;

(xix) ***No Restricted Party*** none of the Obligors is a Restricted Party, nor have they or any of their directors, or officers received notice or are aware of any claim, action, suit, proceeding or investigation against them with respect to Sanctions by a Sanctions Authority; and

(xx) ***Authorised signatories*** Any person specified as an authorised signatory of each Obligor under any Transaction Documents is duly authorised to sign all documents and notices on its behalf.

(b) Each representation and warranty in sub-paragraphs (a)(i) (*Status*) to (a)(v) (*Validity and admissibility in evidence*), (a)(x) (*No misleading information*) to (a)(xv) (*No immunity*) and (a)(xviii) (*No breach of AML Laws*) to (a)(xix) (*No Restricted Party*) above is deemed to be repeated by the Charterers by reference to the facts and circumstances then existing on each Hire Payment Date.

49. Charterers' undertakings

The Charterers hereby undertake to the Owners that they will comply in full and procure compliance (where applicable) with the following undertakings throughout the Agreement Term:

(a) ***Corporate status*** each Obligor will maintain its corporate existence as a body corporate duly organised and validly existing under the laws of its jurisdiction of incorporation;

(b) ***Authorisations*** each Obligor shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Owners of,

any Authorisation required by any applicable law to enable it to perform its obligations under the Transaction Documents to which it is a party, and to ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document;

(c) ***Compliance with laws*** each Obligor shall comply in all respects with all laws in all material respects to which it may be subject in its jurisdiction of incorporation, the Approved Flag State (or such other flag state as the Owners may consent to in writing) and any jurisdiction in which the Vessel is employed, if failure so to comply would have a Material Adverse Effect;

(d) ***Manager's Undertaking*** the Charterers shall procure that each Approved Manager shall enter into a Manager's Undertaking;

(e) ***Negative pledge*** the Charterers must not create or allow to exist any Security Interest (other than a Permitted Security Interest) on any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(f) ***Disposals*** the Charterers shall not enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(g) ***Merger*** the Charterers shall not enter into any amalgamation, merger, demerger or corporate restructuring which would result in a Material Adverse Effect and shall procure that the Guarantor shall not enter into any merger which would result in a Material Adverse Effect.

(h) ***Change in control or ownership of the Charterers*** the Charterers shall procure that, except with the prior written consent of the Owners, no Change of Control Event shall occur;

(i) ***Intentionally left blank***

(j) ***Intentionally left blank***

(k) ***Financial statements*** the Charterers will supply or cause to be supplied to the Owners:

(i) as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each financial year of each of the Guarantor and the Charterers, the audited consolidated financial statements of the Guarantor and the unaudited financial statements of the Charterers for that financial year in English language;

(ii) as soon as the same become available, but in any event within ninety (90) days after the end of each financial half-year of each of the Guarantor and the Charterers, the unaudited semi-annual consolidated financial statements of each of the Guarantor and the Charterers for that financial half-year.

(l) ***Requirements as to financial statements*** the Charterers shall procure that:

(i) each set of financial statements delivered by the Charterers pursuant to paragraph (l) (*Financial statements*) above in relation to the Charterers and the Guarantor (each a "**Notifying Party**") shall be giving a true and fair view of the financial condition and operations of that Notifying Party as at the date at which, and for the period in relation to which those financial statements were drawn up; and

(ii) each set of financial statements delivered pursuant to paragraph (l) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the relevant Original Financial Statements unless, in relation to any set of financial statements, they notify the Owners that there has been a change in GAAP or financial reference periods and their auditors deliver to the Owners:

(1) a description of any change necessary for those financial statements to reflect GAAP and financial reference periods upon which the relevant Original Financial Statements were prepared; and

(2) sufficient information, in form and substance as may be required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the relevant Original Financial Statements.

(m) ***Compliance Certificate*** concurrently with the delivery of each set of the annual financial statements and the semi-annual financial statements in accordance with paragraph (l) (*Financial statements*) above, the Charterers shall deliver to the Owners a Compliance Certificate signed by one director of the Guarantor, certifying that, as at the date of such financial statements:

(i) the Guarantor is in compliance with the covenants and undertakings in Clause 50 (*Financial covenants*) (or if they are not in compliance, indicating the extent of the breach) and setting out the calculation of the covenants and undertakings in Clause 50 (*Financial covenants*); and

(ii) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of such Compliance Certificate or, if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

(n) ***Notifications: miscellaneous*** the Charterers shall:

(i) notify the Owners as soon as the Charterers become aware of, and shall procure the Guarantor to notify the Owners as soon as the Guarantor is aware of, the occurrence of any Potential Termination Event or Termination Event (including, without limitation, any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) being cancelled, suspended or otherwise ceasing to be in full force and effect) and in each case, shall keep the Owners fully informed of all developments;

(ii) notify the Owners in writing promptly upon becoming aware of (A) any Environmental Claim against the Charterers (or any other person) which is current, or pending in relation to the Vessel or (B) any Environmental Incident or alleged Environmental Incident in relation to the Vessel;

(iii) notify the Owners in writing promptly upon becoming aware of any Project Document being terminated, repudiated, cancelled or otherwise ceasing to remain in full force and effect;

(iv)

(x) disclose, and use best endeavours to procure the Sub-Charterers to disclose, all information in relation to any Sub-Charter, including (but not limited to) the main commercial terms of such Sub-Charter, any information in relation to fulfilment by any Sub-Charterers of their obligations pursuant to the relevant Sub-Charter and any other information which the Owners may request; and

(y) without prejudice to the foregoing

(A) deliver or procure the delivery to the Owners of, the employment status in respect of the Vessel together with (if requested by the Owners) the details of such employment (including, without limitation, the relevant contract of employment) every six (6) months during the Charter Period;

(B) provide to the Owners upon their request, a performance report on the pool (in which the Vessel is entered) showing the profitability of the Charterers during the immediately preceding three months;

(v) upon request of the Owners, procure that the Account Bank provides to the Owners, written statements of account showing all entries made to the credit and debit of the Cash Security Account during the immediately preceding calendar month; and

(vi) upon request of the Owners, the Charterers will supply or cause to be supplied to the Owners, written information on the budget, the actual operating expense and overall performance and maintenance of the Vessel during the immediately preceding six months.

(o) ***Further assurance (Finance Parties)*** the Charterers will from time to time, do and perform such other and further acts and execute and deliver any and all such other agreements, instruments and documents as may be necessary for the Owners or the Finance Parties (as the case may be) to:

(i) maintain and protect the existing rights and remedies of the Owners and/or the Finance Parties (as the case may be); or

(ii) carry out and effect the intent and purpose of this Charter, the other Transaction Documents and any Finance Document;

(p) ***Cessation of business*** the Charterers shall not cease or threaten to cease to carry on all or, in the opinion of the Owners, any material part of the Charterers' business;

(q) ***Environmental matters*** the Charterers shall:

(i) comply with, and procure each Approved Manager to comply with, all Environmental Law applicable to and in relation to using and operating the Vessel;

(ii) obtain, maintain and ensure compliance with all applicable Environmental Approvals in relation to using and operating the Vessel; and

(iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to the use and operation of the Vessel;

(r) ***Compliance with international convention etc.*** the Charterers shall procure that the Charterers and each Approved Manager shall comply with all international conventions, codes and regulations (including, without limitation, the ISM Code (or any replacement thereof) and the ISPS Code (or any replacement thereof)) applicable to each of them respectively;

(s) ***No dealings with Restricted Party or breach of Sanctions*** the Charterers will not, and will not permit or authorise any other person to directly utilise or employ the Vessel or to use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Transaction Documents to fund any trade, business or other activities:

(i) with a Restricted Party; or

(ii) in any other manner that would result in any Obligor, any Approved Manager or the Owners (if applicable) being in breach of any Sanctions or becoming a Restricted Party;

(t) ***Change of business*** the Charterers shall not change the nature and scope of their business from that carried on at the Effective Date;

(u) ***Project Documents*** the Charterers shall:

(i) comply with all their obligations under the Project Documents to which they are a party, and will procure that each other party (where that party is a member of the Group) shall comply with its obligations under the Project Documents to which it is a party; and

(ii) except with the prior written consent of the Owners, the Charterers shall not, and shall use their best endeavours to procure that no other party (where that party is a member of the Group) shall, amend, cancel, vary, novate, supplement, supersede, waive or terminate any Project Document to which it is a party;

(v) ***Conditions subsequent*** The Charterers shall deliver or cause to be delivered to the Owners:

(i) to the extent that any certificate received by the Owners pursuant to paragraph (a)(viii) of Clause 36 (*Conditions precedent*) was in provisional form at the time of the receipt, the corresponding formal certificate as soon as possible after the Charterers' receipt of the same from the relevant persons, and in any event prior to the expiry of the validity period of such provisional certificate; and

(ii) within ten (10) Business Days from the Actual Delivery Date, letters of undertaking in respect of the Insurances as required by the Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners;

(w) ***Cash Security Account*** the Charterers shall:

(i) procure that at any time during the Agreement Term the Minimum Amount is retained in the Cash Security Account, free and clear of any costs, fees, expenses, disbursements, withholdings or deductions; and

(ii) *[intentionally left blank]*

(iii) ensure that during the Agreement Term no sum may be withdrawn from the Cash Security Account without the prior written consent of the Owners.

(x) ***Classification*** the Charterers shall ensure that the Vessel maintains the highest classification required for the purpose of the relevant trade of the Vessel which shall be with the Vessel's Classification Society, in each case, free from any overdue recommendations and conditions;

(y) ***Cargo exclusion*** the Charterers shall ensure that the Vessel is used for transporting cargo that is fit for the Vessel in accordance with the Vessel's specification, Insurances and recommendations from the Classification Society;

(z) ***Provision of information*** the Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Obligor with the terms of the Transaction Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time request;

(aa) ***Reduction of capital*** unless approved by the Owners, neither the Charterers nor the Guarantor shall redeem or purchase or otherwise reduce any of its equity or any issued shares or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner save for distributions permitted by the terms of this Charter;

(bb) ***Increase in capital*** the Charterers shall not issue shares or other equity interests to anyone;

(cc) ***Distributions and other payments*** following the occurrence of a Termination Event that is continuing, the Charterers shall not make, declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or *in specie*), including any interest and/or unpaid dividends, in respect of their equity or any issued shares or any warrants without the prior written consent of the Owners;

(dd) ***Sharing of Earnings*** except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not enter into any agreement or arrangement whereby the Earnings may be shared with any person (except under the Pool Agreement or with the other Obligors); and

50. Financial covenants

(a) ***Financial definitions*** For the purpose of this Clause 50, the following definitions shall apply:

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

"**Cash**" means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group which are deposited with any deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an "**Acceptable Bank**"),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Transaction Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Guarantor, is capable or, upon the occurrence of a Termination Event, would become capable of being paid without restriction to the Guarantor, within five (5) Business Days of its request or demand therefor either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Guarantor to that Subsidiary.

"**Cash Equivalents**" means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) which is issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Owners, in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Transaction Documents).

"**Credit Lines**" means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

"**Current Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

"**Minimum Liquidity**" means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

(b) ***Financial covenants*** The Charterers shall procure that the Guarantor will ensure that at all times during the Agreement Term:

(i) on a consolidated basis the Adjusted Equity shall at all times be no less than twenty-five per cent. (25%) of the aggregate of the Liabilities and Adjusted Equity;

(ii) on a consolidated basis the Adjusted Equity on the last day of any financial half-year shall at all times be no less than three hundred and fifty million US Dollars (US$350,000,000); and

(iii) on a consolidated basis, the Minimum Liquidity shall at all times be equal to or greater than sixty million US Dollars (US$60,000,000) of which thirty million US Dollars (US$30,000,000) may consist of Credit Lines.

(c) ***Financial testing***

(i) The financial covenants in this Clause 50 shall be tested by reference to each of the financial statements delivered pursuant to, as applicable, paragraph (l) (*Financial statements*) of Clause 49 (*Charterers' undertaking*) and/or each Compliance Certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertaking*).

(ii) Any amount in a currency other than US Dollars is to be taken into account at its US Dollar equivalent calculated on the basis of the relevant rates of exchange used by the Guarantor in, or in connection with, its financial statements for that period.

(iii) When calculating the financial covenants in this Clause 50, the effect of all transactions between members of the Group shall be eliminated to the extent not already netted out on consolidation.

(iv) No item may be credited or deducted more than once in any calculation under this Clause 50.

(d) ***Most favoured nation clause*** The Charterers shall procure that any financial covenants which are binding upon the Guarantor and which are more onerous than that set out under Clause 50(b)(ii) above and/or more favourable to the relevant creditor than those set out above shall automatically and immediately apply to this Charter. The Charterers shall procure that the Guarantor keeps the Owner informed of any such financial covenants.

51. Value maintenance clause

(a) ***Definitions*** In this Clause 51:

"**Test Date**" means 31 December of each calendar year during the Agreement Term.

"**Value Maintenance Ratio**" means the ratio (expressed as a percentage) of:

(i) the Fair Market Value of the Vessel plus any additional cash already deposited into the Owners' Account to restore the Value Maintenance Threshold pursuant to sub-paragraph (c)(ii)(A) below; to

(ii) the aggregate of the then current Cost Balance.

"**Value Maintenance Threshold**" means the ratio (expressed as a percentage) of one hundred and twenty-five per cent. (125%).

(b) ***Valuations***

(i) For the purposes of testing the Value Maintenance Ratio on a Test Date, the Fair Market Value shall be the arithmetic mean of (x) the valuation from the Valuation Report issued by an Approved Valuer designated by the Owners and (y) the valuation from the Valuation Report issued by an Approved Valuer designated by the Charterers provided to the Owners in accordance with the requirements under this Clause 51, ***provided that***:

(A) in the absence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of such Valuation Reports (issued at or about the same time) once every twelve (12) months during the Agreement Term and any additional Valuation Report shall be at the Owners' cost;

(B) upon the occurrence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of all Valuation Reports as may be required by the Owners (acting in their sole discretion); and

(C) if the lower valuation of the two Valuation Reports is less than ninety per cent. (90%) of the higher valuation of the two Valuation Reports, the Charterers shall at their cost obtain a third Valuation Report from a different Approved Valuer and the Fair Market Value shall be the arithmetic mean of the valuations from the two Valuation Reports which give the two closest valuations (or, if there are two sets of two closest valuations, from the two Valuation Reports which give the lowest valuations),

provided further that if the Charterers fail to deliver any Valuation Report in accordance with the requirements under this Clause 51, the Owners shall be entitled to arrange each such Valuation Report at the Charterers' cost.

(ii) Each Valuation Report to be provided for the purpose of sub-paragraph (b)(i) above shall be issued by an Approved Valuer and delivered to the Owners no later than forty five (45) days after the relevant Test Date.

(iii) If an Approved Valuer determines that the Fair Market Value shall fall within a range, the valuation as determined by such Approved Valuer should be the lower value of such range.

(iv) Each valuation shall be provided by an Approved Valuer in US Dollars.

(c) ***Value Maintenance Ratio***

(i) The Owners may test the Value Maintenance Ratio on any Test Date in accordance with the methodology described in sub-paragraph (b) (*Valuations*) above.

(ii) If, after conducting testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is less than the Value Maintenance Threshold, then the Charterers shall, within thirty (30) days of the Owners' demand, undertake any of the following at the Charterers' option (but always subject to Owners' prior approval):

(A) provide cash collateral in the amount of the shortfall and deposit the same in the Owners' Account; or

(B) prepay such part of the Principal Hire in inverse order of maturity (or, if no Principal Hire is payable any more, to prepay such part of the Cost Balance) in the amount of the shortfall (together with any Break Costs or other associated costs, expenses or penalties) (it being understood and the Owners and the Charterers hereby agree and acknowledge that any amount prepaid in accordance with this sub-paragraph (B) shall, once so applied by the Owners, not be refundable in any circumstance whatsoever),

in each case for the purpose of and in order to restore the Value Maintenance Ratio to the Value Maintenance Threshold.

(iii) If, after testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is greater than one hundred and five per cent. (105%) of the Value Maintenance Threshold, the Owners shall notify the Charterers and, if the Charterers so request (and provided that no Termination Event and no Potential Termination Event has then occurred and is continuing), the Owners shall allow the release to the Charterers of such part of the cash collateral provided by the Charterers pursuant to sub-paragraph (c)(ii)(A) above, as shall reduce the Value Maintenance Ratio to one hundred and five per cent. (105%) of the Value Maintenance Threshold.

52. Termination Events

(a) ***Termination Events*** Each of the following events shall constitute a Termination Event:

(i) ***Non-payment*** any Obligor fails to pay on the due date any sum payable pursuant to the Transaction Document to which it is a party at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of its due date;

(ii) ***Specific covenants*** any Obligor fails duly to perform or comply with any of the obligations expressed to be assumed by or procured by the Charterers under any of Clause 42 (*Insurance*), Clause 49 (*Charterers' undertakings*) and Clause 50 (*Financial covenants*) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iii) ***Other obligations*** any Obligor does not comply with any provision of the Transaction Documents to which it is a party (other than those referred to in sub-paragraphs (a)(i) (*Non-payment*) and (a)(ii) (*Specific covenants*) above) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iv) ***Misrepresentation*** any representation or statement made or deemed to be made by any Obligor in or pursuant to a Transaction Document to which it is a party or any other document delivered by or on behalf of an Obligor under or in connection with any Transaction Document to which it is a party is or proves to have been incorrect or misleading in any material respect when made or repeated, or deemed to be made or repeated;

(v) ***Cross default***

(A) any Financial Indebtedness of the Charterers or any Related Charterers is not paid when due, taking into account any originally applicable grace period;

(B) any Financial Indebtedness of the Charterers is declared to be otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);

(C) any commitment for any Financial Indebtedness of the Charterers is cancelled or suspended by a creditor of the Charterers as a result of an event of default (however described); or

(D) any enforcement of any Security Interest over any assets of the Charterers in respect of any Financial Indebtedness,

provided that no Termination Event will occur under this sub-paragraph (a)(v) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within sub-paragraphs (A) to (D) above is equal to or less than the lesser of (1) ten million US Dollars (US$10,000,000) (or its equivalent in any other currency or currencies) and (2) the lowest threshold amount for any cross default stated in the current or future documents entered into by the Charterers or (as the case may be) the Related Charterers with their counterparties in order that the Owners shall be treated no less favourably than any of these counterparties (for the purpose of this Clause 52(a)(v), the Charterers shall keep the Owners advised of any threshold amount for any cross default which has been agreed in any such document);

(vi) ***Insolvency***

(A) either of the Charterers and the Guarantor:

(1) is unable or admits inability to pay its debts as they fall due;

(2) suspends making payments on any of its debts; or

(3) by reason of actual financial difficulties, commences and concludes negotiations with one or more of its creditors (excluding the Owners in their capacities as such) with a view to rescheduling any of its indebtedness; or

(B) a moratorium is declared in respect of any indebtedness of any of the Charterers and the Guarantor;

(vii) ***Insolvency proceedings*** any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, liquidation, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of either of the Charterers and the Guarantor other than as part of a solvent reorganisation;

(B) a composition, assignment or arrangement with the creditors of either of the Charterers and the Guarantor; or

(C) the appointment of a liquidator, receiver, administrator or other similar officer in respect of either of the Charterers and the Guarantor, which is not discharged or dismissed within 14 days of appointment,

or any analogous procedure or step is taken in any jurisdiction, **provided that** this sub-paragraph (a)(vii) above shall not apply to any winding-up petition which is discharged or dismissed within ten (10) Business Days of commencement;

(viii) ***Adverse impact on Vessel operation*** for any reason whatsoever:

(A) any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) is cancelled, suspended or otherwise ceases to be in full force and effect and such cancellation, suspension or cessation is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of such cancellation, suspension or cessation to the Charterers, and (II) the date any officer of the Charterer has actual knowledge of such cancellation, suspension or cessation; or

(B) the Vessel ceases to comply with the ISM Code or the ISPS Code and such non-compliance is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of the non-compliance to the Charterers, and (II) the date that any responsible officer of the Charterers has actual knowledge of the non-compliance;

(ix) ***Repudiation of Transaction Documents*** an Obligor repudiates any of the Transaction Documents to which that Obligor is a party or evidences an intention to do so;

(x) ***Material adverse change*** any other event or events (whether related or not) occurs which is a material adverse change from the position applicable as at the Effective Date in the business, or financial condition of the Charterers or the Guarantor, the effect of which is to impair, delay or prevent the due fulfilment by the Charterers or the Guarantor of any of its material obligations or undertakings contained in a Transaction Document to which it is a party;

(xi) ***Change in control or ownership of the Charterers*** except with the prior written consent of the Owners, a Change of Control Event occurs;

(xii) ***Unlawfulness and invalidity*** it is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents, or any Transaction Document ceases to be in full force and effect;

(xiii) ***MOA termination events*** there occurs any event or circumstances referred to in clause 10 (*MOA Termination Events*) of the MOA; or

(xiv) ***Related Charter*** there occurs any event or circumstance referred to in clause 52 (*Termination Events*) of a Related Charter.

(b) ***Effect of a Termination Event*** A Termination Event shall constitute (as the case may be) either a repudiatory breach of, or breach of condition by the Charterers under, this Charter or an agreed terminating event the occurrence of which will (in any such case) entitle the Owners to exercise all or any of the remedies set out below in this Clause 52.

(c) ***Owners' options after occurrence of Termination Event*** Without prejudice to the forgoing or to any other rights of the Owners under the Charter, at any time after a Termination Event shall have occurred and be continuing following the lapse of any applicable grace period as specified in paragraph (a) (*Termination Events*) above, the Owners may (1) at their option and by delivering to the Charterers a Termination Notice, terminate this Charter with immediate effect or on the date specified in such Termination Notice, (2) withdraw the Vessel from the service of the Charterers without noting any protest and without interference by any court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners, and the Charterers shall redeliver the Vessel to the Owners in accordance with Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*) and (3) appoint any ship management company as replacement for any Approved Manager or any other manager which the Charterers may appoint pursuant to this Charter.

(d) ***Payment of Termination Sum*** On the Termination Payment Date in respect of any Termination in accordance with paragraph (c) (*Owners' options after occurrence of Termination Event*) above or paragraph of Clause 40(j) (*Illegality*), the Charterers shall pay to the Owners an amount equal to the Termination Sum.

(e) ***Owners' application of Termination Sum*** Following any termination to which this Clause 52 applies, all sums payable in accordance with paragraph (d) above shall be paid to such account or accounts as the Owners may direct and shall be applied in the Owners' sole discretion.

(f) ***Transfer of title*** If the chartering of the Vessel or, as the case may be, the obligation of the Owners to deliver and charter the Vessel to the Charterers is terminated in accordance with the terms of this Charter, the obligation of the Charterers to pay Hire shall cease once the Charterers have made the payment pursuant to paragraph (d) (*Payment of Termination Sum*) above to the satisfaction of the Owners, whereupon the Owners shall, in exchange of such payment, arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) to (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

(g) ***Charterers have no right to termination*** Save as otherwise expressly provided in this Charter, the Charterers shall not have the right to terminate this Charter any time prior to the expiration of the Agreement Term.

(h) ***Owners' rights cumulative*** The rights conferred upon the Owners by the provisions of this Clause 52 are cumulative and in addition to any rights which they may otherwise have in law or in equity or by virtue of the provisions of this Charter.

53. Sub-chartering and assignment

(a) ***Restrictions on sub-chartering generally*** The Charterers shall not, and (as the case may be) shall procure the Sub-Charterers not to, without the prior written consent of the Owners (such consent not to be unreasonably withheld):

(i) let the Vessel on any demise charter for any period;

(ii) enter into any time or consecutive voyage charter with a duration (taking into account any option to renew or extend) of more than twelve (12) months in respect of the Vessel (subject to paragraph (b) below);

(iii) except as may be permitted under the relevant Sub-Charter, de-activate or cold lay-up the Vessel; or

(iv) assign their rights under this Charter.

(b) ***Exceptions*** The restrictions in paragraph (a) above shall not apply to:

(i) the Initial Sub-Charter; or

(ii) any Sub-Charter which is on a time charter basis with a duration (taking into account any option to renew or extend) of more than twelve (12) months and which would not expire after the end of the Charter Period if and only if:

(A) the Charterers have, prior to their entering into of such Sub-Charter, notified the Owners in writing of such intended Sub-Charter and provided the Owners with any information which the Owners may request in respect of such Sub-Charter, including (but not limited to) the identity of the intended Sub-Charterers and the proposed terms of such Sub-Charter and the Owners have given their written consent to the identity of such Sub-Charterers and the proposed terms of such Sub-Charter; and

(B) the Charterers assign to the Owners all the Charterers' earnings arising out of and in connection with such Sub-Charter and all their rights and interest in such Sub-Charter on such conditions as the Owners may require and the Charterers shall serve a notice on any Sub-Charterers and shall:

(1) use best endeavours to obtain a written acknowledgement of such assignment from such Sub-Charterers in such form as is required by the Owners or any Finance Party (as the case may be);

(2) provide the Owners with written evidence of service of such notice on such Sub-Charterers; and

(3) procure that any conditions to be satisfied in order for the assignment to be effective have been satisfied.

(c) ***Demise charter*** The Charterers acknowledge that the Owners' consent to any sub-bareboat chartering may be subject (amongst other things) to (i) the Owners being satisfied as to the intended flag during such sub-bareboat chartering and (ii) an insurance assignment from the Sub-Charterers, in form and substance acceptable to the Owners being executed and delivered to the Owners.

54. Name of Vessel

The Charterers may at their own cost:

(i) choose the initial name of the Vessel, but may only change the initial name of the Vessel with the prior consent of the Owners (which is not to be unreasonably withheld); and

(ii) paint the Vessel in the colours, display the funnel insignia and fly the house flag as required by the Charterers from time to time.

55. Purchase Option

(a) ***Purchase Option – from the third anniversary of the Actual Delivery Date***

Subject to:

(i) no Total Loss under Clause 57 (*Total loss*) having occurred;

(ii) no Termination Event under Clause 52 (*Termination Events*) having occurred;

(iii) the Charterers' delivery of the Purchase Option Notice to the Owners at least ninety (90) days prior to the proposed Purchase Option Date; and

(iv) the Purchase Option Date being any Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date,

the Charterers may purchase the Vessel on that proposed Purchase Option Date for the Purchase Option Price.

(b) ***Purchase Option – Increased Costs***

If the Owners claim the Increased Costs from the Charterers under Clause 41 (*Increased Costs*) in an amount in excess of two hundred and fifty thousand US Dollars (US$250,000), the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (b).

(c) ***Purchase Option – disruption event***

If

(i) the Charterers will be prevented from performing their payment obligations under this Charter as a result of the Owners becoming a Restricted Party (the "**Disruption Event**");

(ii) such Disruption Event is not caused by, and is beyond the control of, the Obligors; and

(iii) such Disruption Event is continuing and deprives the Charterers of their quiet enjoyment of the Vessel in accordance with this Charter,

the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (c).

(d) ***Title transfer upon exercise of Purchase Option*** In exchange for payment by the Charterers of the Purchase Option Price on the Purchase Option Date, the Owners shall arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) and (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

56. Purchase obligation and transfer of title

(a) ***Purchase obligation – expiry of Agreed Charter Period*** Unless (i) Total Loss under Clause 57 (*Total loss*) has occurred, (ii) the Termination Sum has been paid in full in accordance with the terms of this Charter or (iii) the Purchase Option has been exercised in accordance with the terms of this Charter, the Owners shall be obliged to sell the Vessel to the Charterers or their nominee and the Charterers shall be obliged to purchase the Vessel or cause their nominee to purchase the Vessel on the date falling one hundred and twenty (120) months after the Actual Delivery Date by the Charterers' payment of the Purchase Obligation Price.

(b) ***Title transfer*** In exchange of full payment by the Charterers of:

(i) in each case as applicable:

(A) (in the case of the circumstances described in Clause 55 (*Purchase Option*) the Purchase Option Price;

(B) (in the case of the circumstances described in paragraph (a) (*Purchase obligation – expiry of Agreed Charter Period*) above) the Purchase Obligation Price; and

(ii) any other sums payable by the Charterers to the Owners under this Charter and subject to compliance with the other conditions set out in this Clause 56,

the Owners shall:

(C) transfer title to and ownership of the Vessel to the Charterers (or their nominee) by delivering to the Charterers (in each case at the Charterers' costs):

(1) a duly executed and notarised, legalised and/or apostilled (as applicable) original bill of sale; and

(2) the Title Re-Transfer PDA; and

(D) procure the deletion of any mortgage in relation to the Vessel at the Charterers' costs,

provided always that prior to such transfer or deletion (as the case may be) the Charterers shall have performed all their obligations in connection with this Charter and with the Vessel, including without limitation the full payment of all Unpaid Sums, taxes, charges, duties, costs and disbursements (including legal fees) in relation to the Vessel.

(c) ***"As is, where is" title transfer***

(i) The transfer in accordance with paragraph (b) (*Title transfer*) above shall be made in all respects at the Charterers' expense on an "as is, where is" basis and the Owners shall give the Charterers (or their nominee) no representations, warranties, agreements or guarantees whatsoever concerning or in connection with the Vessel, the Insurances, the Vessel's condition, state or class or anything related to the Vessel, expressed or implied, statutory or otherwise.

(ii) Without prejudice to sub-paragraph (i) above, the Charterers confirm that:

(A) as the Vessel will at all relevant times be in their physical possession and use pursuant to this Charter, they do not require any inspection of the Vessel; and

(B) they will accept unconditionally the Vessel and its classification records for the purpose of any transfer under this Clause 56.

(iii) The place of documentary closing shall be at such place or places as may be agreed by the parties in writing.

57. Total Loss

(a) ***Total Loss Termination*** If circumstances exist giving rise to a Total Loss, the Charterers shall promptly notify the Owners of the facts of such Total Loss. If the Charterers wish to proceed on the basis of a Total Loss and advise the Owners thereof, the Owners shall agree to the Vessel being treated as a Total Loss for all purposes of this Charter. The Owners shall thereupon abandon the Vessel to the Charterers and/or execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a Total Loss. Without prejudice to the obligations of the Charterers to pay to the Owners all monies then due or thereafter to become due under this Charter, if the Vessel shall become a Total Loss during the Charter Period, then the Charter Period shall end on the Settlement Date.

(b) ***Occurrence of Total Loss*** If the Vessel becomes a Total Loss during the Charter Period, the Charterers shall, on the Settlement Date, pay to the Owners the amount calculated in accordance with paragraph (c) (*Payment on Settlement Date*) below.

(c) ***Payment on Settlement Date*** On the Settlement Date, the Charterers shall pay to the Owners an amount equal to the Termination Sum as at the Settlement Date. The foregoing obligations of the Charterers under this paragraph (c) shall apply regardless of whether or not any moneys are payable under any Insurances in respect of the Vessel, regardless of the amount payable thereunder, regardless of the cause of the Total Loss and regardless of whether or not any of the said compensation shall become payable.

(d) ***Payment of Total Loss Proceeds*** All Total Loss Proceeds shall be paid to such account or accounts as the Owners may direct and shall be applied towards satisfaction of the Termination Sum and any other sums due and payable under the Transaction Documents. To the extent that there is any surplus after such application, such surplus shall be returned to the Charterers.

(e) ***Constructive Total Loss*** The Charterers shall, at the Owners' request, provide evidence satisfactory to the Owners as to the date on which the constructive total loss of the Vessel occurred pursuant to the definition of Total Loss.

(f) ***Payment unconditional*** The Charterers shall continue to pay Hire on the days and in the amounts required under this Charter notwithstanding that the Vessel shall become a Total Loss **provided always that** no further instalments of Hire shall become due and payable after the Charterers have made the payment required by paragraph (c) above.

58. Appointment of manager

(a) Subject to the other provisions of this Charter, the Owners confirm their consent to the appointment by the Charterers of:

(i) Navig8 Chemicals Asia Pte. Ltd. as the commercial manager of the Vessel; and

(ii) OSM Ship Management AS as the technical manager of the Vessel,

it being understood that each such appointment shall take effect on or before the Actual Delivery Date.

(b) The Charterers shall ensure that, at all times during the Agreement Term, the Vessel is managed by an Approved Manager.

59. Fees and expenses

(a) ***Handling Fee*** The Original Charterers shall pay to the Owners the Handling Fee not later than three (3) Business Days prior to the Actual Delivery Date.

(b) ***Other costs and expenses*** The Charterers shall bear all documented costs, fees (including legal fees) and disbursements incurred by the Owners and the Charterers in connection with:

(i) the negotiation, preparation and execution of this Charter, the other Transaction Documents and any Finance Documents;

(ii) the sale, purchase and delivery of the Vessel under the MOA and this Charter;

(iii) any amendment to, or any waiver or consent under, this Charter, any other Transaction Documents or any Finance Documents requested by the Charterers;

(iv) preparation or procurement of any survey, inspection, valuation, tax or insurance advice;

(v) the exercise of the Purchase Option pursuant to Clause 55 (*Purchase Option*) or the fulfilment of the Purchase Obligation pursuant to Clause 56 (*Purchase obligation and transfer of title*);

(vi) the occurrence of a Termination Event or a Total Loss;

(vii) the registration of the Vessel under the laws and flag of the Approved Flag State (or such other flag state as the Owners may consent to in writing); and

(viii) such other activities relevant to the transaction contemplated herein.

60. Stamp duties

The Charterers shall pay promptly all stamp, documentary or other like duties and Taxes to which the Charter, the MOA and the other Transaction Documents may be subject or give rise and shall indemnify the Owners on demand against any and all liabilities with respect to or resulting from any delay on the part of the Charterers to pay such duties or taxes.

61. Operational notifiable events

(a) ***Notifiable events*** The Owners are to be advised as soon as possible after the occurrence of any of the following events:

(i) when a material condition of class is applied by the Classification Society;

(ii) whenever the Vessel is arrested, confiscated, seized, requisitioned, impounded, forfeited or detained by any government or other competent authorities or any other persons;

(iii) whenever a class or flag authority refuses to issue or withdraw trading certification;

(iv) in the event of a fire requiring the use of fixed fire systems or collision / grounding amounting to an estimated repair cost exceeding the Major Casualty Amount;

(v) whenever the Vessel is planned for dry-docking, whether in accordance with paragraph (g) of Clause 10 (*Maintenance and Operation*) or any Sub-Charter, and whether routine or emergency;

(vi) any damage to the Vessel the repair costs of which (whether before or after adjudication) exceed the Major Casualty Amount;

(vii) when any material alteration is proposed to be made to the Vessel.

(b) Without limiting the generality of paragraph (a) (*Notifiable events*) above, the Charterers shall, upon the Owners' request during the Agreement Term, supply (or cause to be supplied) to the Owners all information (including copies where available) relating to the Vessel's operation.

62. Further indemnities

(a) ***Further indemnities*** Whether or not any of the transactions contemplated hereby are consummated, the Charterers shall, in addition and subject to the provisions under Clause 17 (*Indemnity*) (Part II) of this Charter and subject to sub-clause (b) below, indemnify, protect, defend and hold harmless the Owners and their officers, directors, agents and employees (collectively, the "**Indemnitees**") throughout the Agreement Term from, against and in respect of, any and all liabilities, obligations, losses, damages, penalties, fines, fees, claims, actions, proceedings, judgement, order or other sanction, lien, salvage, general average, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature (collectively, the "**Expenses**"), imposed on, suffered or incurred by or asserted against any Indemnitee, in any way relating to, resulting from or arising out of or in connection with, in each case, directly or indirectly, any one or more of the following (except to the extent that such Expenses have solely resulted from any Indemnitee's gross negligence or wilful misconduct):

(i) this Charter and any other Transaction Documents and any amendment, supplement or modification thereof or thereto requested by the Charterers;

(ii) the Vessel or any part thereof, including with respect to:

(A) the manufacture, design, possession, use or non-use, operation, maintenance, testing, repair, overhaul, condition, alteration, modification, addition, improvement, storage, seaworthiness, replacement of the Vessel or any part (including, in each case, latent or other defects, whether or not discoverable and any claim for patent, trademark, or copyright infringement and all liabilities, obligations, losses, damages and claims in any way relating to or arising out of spillage of cargo or fuel, out of injury to persons, properties or the environment or strict liability in tort);

(B) any claim or penalty arising out of violations by any Obligor, Approved Commercial Manager, Approved Technical Manager or any other person of any applicable law (including any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions);

(C) any Environmental Claim;

(D) death or property damage of any party;

(E) any liens in respect of the Vessel or any part thereof; or

(F) any registration and/or tonnage fees (whether periodic or not) in respect of the Vessel payable to any registry of ships and any service fees payable to any service provider in relation to maintaining such registration at any registry of ships, including, without limitation, any registration fees and annual registration fees in connection with registering and maintaining the Owners as a foreign maritime entity (or its equivalent) in the Approved Flag State (or such other flag state as the Owners may consent to in writing) for the purpose of registering and maintaining the Owners' title with the relevant flag;

(iii) any breach of or failure to perform or observe, or any other non-compliance with, any covenant or agreement or other obligation to be performed by the Charterers under any Transaction Document to which it is a party or the falsity of any representation or warranty of the Charterers in any Transaction Document to which it is a party or the occurrence of any Termination Event;

(iv) in connection with:

(A) preventing or attempting to prevent the arrest, confiscation, seizure, taking and execution, requisition, impounding, forfeiture or detention of the Vessel; or

(B) securing or attempting to secure the release of the Vessel,

in each case in connection with the exercise of the rights of a holder of a lien created by the Charterers;

(v) incurred or suffered by the Owners in:

(A) procuring the delivery of the Vessel to the Charterers under Clause 35 (*Delivery*)

(B) recovering possession of the Vessel following termination of this Charter under Clause 52 (*Termination Events*); or

(C) arranging for a transfer of the Vessel's title in accordance with paragraph (d) (*Title transfer upon exercise of Purchase Option*) of Clause 55 (*Purchase Option*), or paragraph (b) (*Title transfer*) of Clause 56 (*Purchase obligation and transfer of title*);

(vi) arising from the Master or officers of the Vessel or the Charterers' agents signing bills of lading or other documents;

(vii) in connection with:

(A) the arrest, seizure, taking into custody or other detention of the Vessel by any court or other tribunal or by any governmental entity (including any prevention or attempt to prevent such arrest, seizure, taking into custody or other detention); or

(B) subjection to distress by reason of any process, claim, exercise of any rights conferred by a lien or by any other action whatsoever,

of the Vessel which are expended, suffered or incurred as a result of or in connection with any claim or against, or liability of, the Charterers or any other member of the Group, together with any costs and expenses or other outgoings which may be paid or incurred by the Owners in releasing the Vessel from any such arrest, seizure, custody, detention or distress.

(b) ***Cost indemnities*** The Charterers shall pay to the Owners promptly on the Owners' written demand the amount of all costs and expenses (including legal fees) incurred by the Owners in connection with the enforcement of, or the preservation of any rights under, any Transaction Document including (without limitation) any losses, costs and expenses which the Owners may from time to time sustain, incur or become liable for by reason of the Owners being deemed by any court or authority to be an operator, or in any way concerned in the operation, of the Vessel.

(c) ***Run-off indemnities*** Without prejudice to any right to damages or other claim which either party may, at any time, have against the other hereunder, it is hereby agreed and declared that the indemnities of the Owners by the Charterers contained in this Charter shall continue in full force and effect for a period of twenty four (24) months after the Agreement Term.

63. Set-off

The Owners may set off any matured and/or contingent obligation due from the Charterers under the Transaction Documents against any obligation (whether matured or not) owed by the Owners to the Charterers, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation at a market rate of exchange in their usual course of business for the purpose of the set-off.

64. Further assurances and undertakings

(a) Each Party shall make all applications and execute all other documents and do all other acts and things as may be necessary to implement and to carry out their obligations under, and the intent of, this Charter.

(b) The Parties shall act in good faith to each other in respect of any dealings or matters under, or in connection with, this Charter.

65. Cumulative rights

The rights, powers and remedies provided in this Charter are cumulative and not exclusive of any rights, powers or remedies at law or in equity unless specifically otherwise stated.

66. No waiver

No delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Charter will operate as a waiver. No waiver of any breach of any provision of this Charter will be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. No waiver of any breach will be, or be deemed to be, a waiver of any other or subsequent breach.

67. Entire agreement

This Charter contains all the understandings and agreements of whatsoever kind and nature existing between the parties in respect of this Charter, the rights, interests, undertakings agreements and obligations of the parties to this Charter and shall supersede all previous and contemporaneous negotiations and agreements.

68. Amendments

This Charter may not be amended, altered or modified except by a written instrument executed by each of the parties to this Charter.

69. Invalidity

If any term or provision of this Charter or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder of this Charter or application of such term or provision to persons or circumstances (other than those as to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Charter) not be affected thereby and each term and provision of this Charter shall be valid and be enforceable to the fullest extent permitted by law.

70. English language

All notices, communications and financial statements and reports under or in connection with this Charter and the other Transaction Documents shall be in English language or, if in any other language, shall be accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

71. No partnership

Nothing in this Charter creates, constitutes or evidences any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and neither party may make, or allow to be made any representation that any such relationship exists between the parties. Neither party shall have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided in this Charter.

72. Disclosure of information

At any time after the Effective Date and during the Agreement Term, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Transaction Documents; or

(b) any information provided pursuant to any of the Transaction Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required to be disclosed by any applicable law;

(iii) to any investor, potential investor, purchaser or potential purchaser of or in any member of the Group;

(iv) to any other member of the Group and, if required, to the financiers of such member of the Group;

(v) to any Governmental Agency;

(vi) to the Finance Parties or any party to any of the Transaction Documents;

(vii) to the auditors, legal, financial or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in the paragraphs above or the lenders or financiers of or to the Group who shall, in each case, be instructed or under a professional obligation to maintain the confidentiality of any information supplied to them; or

(viii) in any manner contemplated by any of the Transaction Documents.

73. Notices

(a) Any communication to be made under or in connection with this Charter shall be made in writing and, unless otherwise stated, may be made by letter or email.

(b) The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Charter for any communication or document to be made or delivered under or in connection with this Charter are:

(i) in the case of the Charterers:

Hafnia Chemical Tankers Pte. Ltd.
Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438
Email: spa@hafniabw.com; jla@hafniabw.com;
cts@hafniabw.com; jte@hafniabw.com;
jto@hafniabw.com; corptf@hafniabw.com
Attention: Corporate Finance Team

(ii) in the case of the Owners:

Fortune Chem4 Shipping Limited
Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong
Email: zhangxr@csscshipping.com
Attention: Zhang Xiaoran

or any substitute address, email address, department or officer as either party may notify to the other by not less than five (5) Business Days' notice.

(c) Any communication or document made or delivered by one party to this Charter to the other under or in connection with this Charter will only be effective:

(iii) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under paragraph (b) above, if addressed to that department or officer.

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

Any communication or document which becomes effective, in accordance with this paragraph (c), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

74. Conflicts

Unless stated otherwise, in the event of there being any conflict between the provisions of Clauses 1 (*Definitions*) (Part II) to 31 (*Notices*) (Part II) and the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*), the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*) shall prevail.

75. Survival of Charterers' obligations

The termination of this Charter for any cause whatsoever shall not affect the right of the Owners to recover from the Charterers any money due to the Owners in consequence thereof and all other rights of the Owners (including but not limited to any rights, benefits or indemnities which are expressly provided to continue after the termination of this Charter) are reserved hereunder.

76. Counterparts

This Charter may be executed in any number of counterparts and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall be deemed to constitute a full and original agreement for all purposes.

77. Third Parties Act

(a) Any person which is an Indemnitee or a Finance Party from time to time and is not a party to this Charter shall be entitled to enforce such terms of this Charter as provided for in this Charter in relation to the obligations of the Charterers to such Indemnitee, or (as the case may be) Finance Party, subject to the Third Parties Act. The Third Parties Act applies to this Charter as set out in this Clause 77.

(b) Save as provided above, a person who is not a party to this Charter has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Charter.

78. Waiver of immunity

(a) To the extent that any Party may in any jurisdiction claim for itself or its assets or revenues immunity from any proceedings, suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to such Party or its assets or revenues, each Party agrees, to the extent permitted by any applicable law, not to claim and irrevocably waive, to the extent permitted by any applicable law, such immunity to the full extent permitted by the laws of such jurisdiction.

(b) Each Party consents generally in respect of any proceedings to the giving of any relief and the issue of any process in connection with such proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such proceedings. Each Party agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of such Act.

79. Enforcement

79.1 Law and arbitration

(a) This Charter and any contractual or non-contractual obligations arising from or connected with this Charter shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Charter, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it **(**a "**Dispute**"**)** shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of arbitration shall be Hong Kong.

(d) The number of arbitrators shall be three. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. If each party appoints its own arbitrator those two arbitrators shall (within 30 days of the appointment of the last of the two appointments) nominate the third arbitrator. If they cannot agree on a third arbitrator, then the chairperson of the HKIAC must be chosen as the third arbitrator.

(e) The arbitration proceedings shall be conducted in English.

(f) The law governing this Clause 79.1 (*Law and arbitration*) shall be English law.

79.2 Waiver of immunity

To the extent that the Charterers have acquired or may, after the Effective Date, acquire any immunity, with respect to themselves and their revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(f) suit;

(g) jurisdiction of any court;

(h) relief by way of injunction or order for specific performance or recovery of property;

(i) attachment of their assets (whether before or after judgment); and

(j) execution or enforcement of any judgment to which they or their revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and they irrevocably agree, to the extent permitted by applicable law, that they will not claim any immunity in any such proceedings),

the Charterers irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of their obligations under this Charter.

80. FATCA

(a) For the purpose of this Clause 80, the following terms shall have the following meanings:

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**FATCA**" means:

(i) sections 1471 through 1474 of the Code and any associated regulations;

(ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or

(iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter or the other Transaction Documents required by or under FATCA.

(b) The Charterers shall procure that:

(i) if an Obligor is required to make a FATCA Deduction, that Obligor shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA;

(ii) if a FATCA Deduction is required to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required; and

(iii) within thirty (30) days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Obligor making that FATCA Deduction or payment shall deliver to the Owners evidence satisfactory to the Owners that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

81. Quiet Enjoyment

The Owners undertake with the Charterers that unless a Termination Event has occurred, the Owners shall not (and shall procure that a Finance Party shall not) disturb or interfere with the quiet and peaceful use, possession and enjoyment of the Vessel and the operation of the Vessel by the Charterers.

82. Control

Unless with the prior written consent of the Charterers (which consent shall not be unreasonably withheld or delayed), the Owners are to remain under the sole ownership and control of CSSC (Hong Kong) Shipping Company Limited, being the parent company of the Owners throughout the Charter Period.

83. Discharge and re-assignment of Security

(a) Following the expiry of the Agreement Term, the Owners will, at the cost of and the request of the Charterers, execute and deliver to the Charterers a discharge or re-assignment (as applicable) of any Security Interest and redeliver the Security Documents to or to the order of Charterers.

(b) When any discharge or re-assignment is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, liquidation or otherwise, without limitation, the security created by or pursuant to any Security Document shall continue as if the discharge or re-assignment had not occurred.

SCHEDULE 1
LIST OF RELATED VESSELS

Name of Vessel	Owners	Charterers
m.v. “Hafnia Aragonite”	Fortune Chem1 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Alabaster”	Fortune Chem2 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Achroite”	Fortune Chem3 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Tourmaline”	Fortune Chem5 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Tanzanite”	Fortune Chem6 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.

08-59-05262 & 08-60-01163
#8759222v1
CSSC/Hafnia - BBC AC (Amended and Restated) - Hafnia Topaz

SCHEDULE 2
FORM OF PROTOCOL OF DELIVERY AND ACCEPTANCE

It is hereby certified that pursuant to a bareboat charter dated 20 and made between Fortune Chem4 Shipping Limited (the "**Owners**") as owners and Navig8 Chemical Tankers 28 Inc (the "**Bareboat Charterer**") as bareboat charterers (as maybe amended and supplemented from time to time, the "**Bareboat Charter**") in respect of one (1) 49,560.8 DWT chemical/oil products tanker named "Navig8 Topaz" and registered under the laws and flag of the Republic of the Marshall Islands with IMO number 9753686 (the "**Vessel**"), the Vessel is delivered for charter by the Owners to the Bareboat Charterers, and accepted by the Bareboat Charterers from the Owners at hours ([ ] time) on the date hereof pursuant to the terms and conditions of the Bareboat Charter.

IN WITNESS WHEREOF, the Owners and the Bareboat Charterers have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representative on this day of in .

THE OWNERS
FORTUNE CHEM4 SHIPPING LIMITED
by:

Name:
Title:
Date:

THE BAREBOAT CHARTERERS
NAVIG8 CHEMICAL TANKERS 28 INC
by:

Name:
Title:
Date:

SCHEDULE 3
FORM OF TITLE RE-TRANSFER PROTOCOL OF DELIVERY AND ACCEPTANCE

PROTOCOL OF DELIVERY AND ACCEPTANCE

m.v. " HAFNIA TOPAZ"

FORTUNE CHEM4 SHIPPING LIMITED of 1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong (the "**Owners**") deliver to HAFNIA CHEMICAL TANKERS PTE. LTD. whose registered office is at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**Bareboat Charterers**") the Vessel described below and the Bareboat Charterers accept delivery of, title and risk to the Vessel pursuant to the terms and conditions of the bareboat charter 28 January 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and the Charterers have agreed to charter the Vessel.

Name of Vessel:	m.v. "HAFNIA TOPAZ"
Flag:	the Republic of the Marshall Islands
Place of Registration:	the Republic of the Marshall Islands
IMO Number:	9753686
Gross	Registered Tonnage: 29,492
Net Registered Tonnage:	13,589
Dated:	20
At:	hours ([ ] time)
Place of delivery:	

THE OWNERS **FORTUNE CHEM4 SHIPPING LIMITED** by:	THE BAREBOAT CHARTERERS **HAFNIA CHEMICAL TANKERS PTE. LTD.** by:
Name: Title: Date:	Name: Title: Date:

08-59-05262 & 08-60-01163
#8759222v1
CSSC/Hafnia - BBC AC (Amended and Restated) - Hafnia Topaz

SCHEDULE 4
FORM OF COMPLIANCE CERTIFICATE

To: **FORTUNE CHEM4 SHIPPING LIMITED**

1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong
(the "**Owners**")

From: **HAFNIA LIMITED**
Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda

Dated:

Dear Sirs

Bareboat charter dated 28 January 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and Hafnia Chemical Tankers Pte. Ltd. has agreed to charter the chemical/oil products tanker named "HAFNIA TOPAZ" (the "Charter")

1. We refer to the Charter.

2. This is a Compliance Certificate. Terms defined in the Charter have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

3. We confirm that: as at the date on which the financial statements accompanying this Compliance Certificate were drawn up:

   [*Insert details of covenants to be certified*]

   [*Charterers to provide details of calculations of financial covenants*]

4. [We confirm that no Termination Event is continuing.]*

For and on behalf of

Hafnia Limited

Name:
Title: Director

* If this statement cannot be made, the certificate should identify any Termination Event that is continuing and the steps, if any, being taken to remedy it.

THE OWNERS

FORTUNE CHEM4 SHIPPING LIMITED

by:

Name:
Title:
Date:

THE CHARTERERS

HAFNIA CHEMICAL TANKERS PTE. LTD.

by:

Name:
Title:
Date:

Schedule 4 Form of Protocol of Delivery and Acceptance

Protocol of Delivery and Acceptance

It is hereby certified that:

(1) pursuant to the bareboat charter 28 January 2021 and made between **FORTUNE CHEM4 SHIPPING LIMITED** (the "**Owner**") as owners and **CHEMICAL TANKERS 28 INC** (the "**Original Charterer**") as bareboat charterers (as amended and supplemented from time to time, the "**Original Charter**") in respect of the chemical/oil products tanker named "HAFNIA TOPAZ" with IMO number 9753686 and registered under the laws and flag of the Republic of the Marshall Islands (the "**Vessel**"), the Vessel was delivered for charter by the Owner to the Original Charterer, and accepted by the Original Charterer from the Owner at 20:24 hours (Shanghai time) on 29 July 2021 pursuant to the terms and conditions of the Original Charter; and

(2) pursuant to the novation, amendment and restatement agreement dated _____ and made between (among others) the Owner, the Original Charterer and **HAFNIA CHEMICAL TANKERS PTE. LTD.** (the "**New Charterer**") (the "**Novation, Amendment and Restatement Agreement**"):

(i) the possession of the Vessel was delivered by the Original Charterer to the New Charterer; and

(ii) the Vessel was delivered for charter by the Owner to the New Charterer, and accepted by the New Charterer from the Owner under the Original Charter as novated, amended and restated pursuant to the Novation, Amendment and Restatement Agreement,

at _____ hours (Shanghai time) on _____ [at sea].

IN WITNESS WHEREOF, the Owner, the Original Charterer and the New Charterer have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representatives on this day of 20.

THE OWNER

FORTUNE CHEM4 SHIPPING LIMITED

by:

_____

Name:

Title:

Date:

THE ORIGINAL CHARTERER

CHEMICAL TANKERS 28 INC

by:

_____

Name:

Title:

Date:

THE NEW CHARTERER

HAFNIA CHEMICAL TANKERS PTE. LTD.

by:

_____

Name:

Title:

Date:

In witness of which the Parties have executed this Novation, Amendment and Restatement Agreement as a deed the day and year first before written.

The Original Charterer

Signed and **delivered**)
as a **Deed**)
by **CHEMICAL TANKERS 28 INC**)
acting by)
)
its dully authorised **director**)
)
in the presence of:)

Petrus Wouter van Echtelt





Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Charterer

Signed and **delivered**)
as a **Deed**)
by **HAFNIA CHEMICAL TANKERS**)
PTE. LTD.)
acting by)
)
its dully authorised director)
)
in the presence of:)

Pay Shu Zhen





Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Guarantor

Signed and **delivered**)
as a **Deed**)
by **HAFNIA LIMITED**)
acting by)
)
its dully authorised director Attorney-in-fact)
)
in the presence of:)

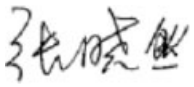
Petrus Wouter van Echtelt

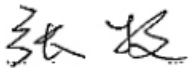




Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The Owner

Signed and **delivered**)
as a **Deed**)
by **FORTUNE CHEM4 SHIPPING LIMITED**)
acting by Zhang Xiaoran) 
)
its dully authorised director Attorney-in-fact)
)
in the presence of:)

Witness signature: 
Name: Zhang Mu
Address: Room 12B01-03,128/F, Marine Tower, No.1
Pudong Avenue, Shanghai, 200120

Execution version

Novation, Amendment and Restatement Agreement

Dated 20 December 2023

(1) CHEMICAL TANKERS 29 INC

(as Original Charterer)

(2) HAFNIA CHEMICAL TANKERS PTE. LTD.

(as New Charterer)

(3) HAFNIA LIMITED

(as New Guarantor)

(4) FORTUNE CHEM5 SHIPPING LIMITED

(as Owner)

Stephenson Harwood
罗夏信律师事务所
18th floor, United Centre, 95 Queensway, Hong Kong
香港金钟道95号 统一中心18楼
电话 T:+852 2868 0789 | 传真 F: +8522868 1504
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STEPHENSON HARWOOD
WEI TU CHINA ASSOCIATION
罗夏信-伟途 联营

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Novation, Amendment and Restatement Agreement

Dated 20 December 2023

Between:

(1) **CHEMICAL TANKERS 29 INC**, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70857 whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (the "**Original Charterer**"); and

(2) **HAFNIA CHEMICAL TANKERS PTE. LTD.**, a company incorporated under the law of Singapore (with UEN 202234749G) whose registered address is 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**New Charterer**"); and

(3) **HAFNIA LIMITED**, a company incorporated under the laws of Bermuda (with company registration number 49023) and whose registered office is at the offices of Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda (the "**New Guarantor**"); and

(4) **FORTUNE CHEM5 SHIPPING LIMITED**, a company incorporated under the laws of Hong Kong with company number 3013099 whose registered address is at Room 1801, 18th Floor, Worldwide House, No. 19 Des Voeux Road Central, Hong Kong (the "**Owner**").

Whereas

(A) Pursuant to a bareboat charter (comprising (i) a BIMCO standard bareboat charter in the "BARECON 2001" form (the "**BIMCO Standard Form**") and (ii) the additional clauses to the BIMCO Standard Form dated 28 January 2021 and executed by the Owner (as owners) and the Original Charterer (as charterers) (as amended and supplemented pursuant to a side letter dated 30 July 2021 and as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**"), the Owner has agreed to let and the Original Charterer has agreed to charter the chemical/oil products tanker named "HAFNIA TOURMALINE" with IMO number 9753698 (the "**Vessel**").

(B) By a request for consent dated 20 July 2023 the Original Charterer informed the Owner that as part of an ongoing corporate reorganization of the Group, the Group would like to replace the Original Charterer with the New Charterer and replace Chemical Tankers Inc with Hafnia Limited as the new charter guarantor.

(C) The Original Charterer wishes to transfer to the New Charterer, and the New Charterer wishes to assume, all of the rights and obligations of the Original Charterer under the Original Charter. The Owner is willing to agree to the substitution of the New Charterer in place of the Original Charterer in relation to those rights and obligations and to the release of the Original Charterer in respect of those rights and obligations, subject to and upon the terms and conditions of this Agreement.

It is agreed that:

1 Interpretation

1.1 In this Novation, Amendment and Restatement Agreement:

"**Charter Agreements**" means (a) the Original Charter, (b) the Novated Charter and (c) this Agreement.

"**Effective Date**" means the date on which the Owner confirms to the Original Charterer and the New Charterer in writing substantially in the form set out in Schedule 1 that all of the conditions referred to in Clause 3.1 have been satisfied, which confirmation the Owner shall be under no obligation to give if a Termination Event shall have occurred.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**New Account Charge**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Charterers' Assignment**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Guarantee**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Technical Manager's Undertaking**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Transaction Documents**" means, together, the New Guarantee, the New Charterers' Assignment, the New Account Charge, the New Technical Manager's Undertaking and the Original Charter as novated, amended and supplemented pursuant to this Agreement.

"**Novated Charter**" means the Original Charter as novated, amended and restated by this Agreement.

"**Novation PDA**" means the protocol of delivery and acceptance in relation to the Vessel substantially in the form of Schedule 4 (*Form of Protocol of Delivery and Acceptance*) hereto executed between the Original Charterer, the New Charterer, and the Owner.

"**Parties**" means the parties to this Novation, Amendment and Restatement Agreement and "**Party**" means any one of them.

1.2 All words and expressions defined in the Original Charter shall have the same meaning when used in this Novation, Amendment and Restatement Agreement unless the context otherwise requires, and clause 33 (*Interpretations*) of the Original Charter shall apply to the interpretation of this Novation, Amendment and Restatement Agreement as if it is set out in full.

1.3 The Owner and the New Charterer hereby designate this Novation, Amendment and Restatement Agreement as a Transaction Document under the Novated Charter.

2 Representations and Warranties

2.1 Each Party's representations and warranties

Each Party represents and warrants to each of the other Parties that the following statements are, at the date hereof, true and accurate:

2.1.1 it is duly incorporated under the laws of its country of incorporation and has full power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated the Charter Agreements to which it is a party;

2.1.2 the execution, delivery and performance by it of the Charter Agreements to which it is a party and the consummation of the transactions contemplated by the Charter Agreements have been duly authorised by all necessary corporate action and do not contravene any applicable law, regulation or order binding on it or any of its assets or its constitutional documents;

2.1.3 neither the execution, delivery and performance by it of the Charter Agreements to which it is a party nor the consummation of any of the transactions by it contemplated by the Charter Agreements to which it is a party, require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency, except such as have been obtained and are in full force and effect; and

2.1.4 the obligations assumed by it in the Charter Agreements to which it is a party are legal, valid and binding upon it, subject to the general principles of equity and laws affecting creditors' rights generally.

2.2 The Original Charterer's representations and warranties to the Owner

Each of the representations contained in clause 48(b) of the Original Charter shall be deemed repeated by the Original Charterer to the Owner at the date of this Novation, Amendment and Restatement Agreement and at the Effective Date, by reference to the facts and circumstances then pertaining, as if references to the Transaction Documents include this Novation, Amendment and Restatement Agreement.

2.3 The Original Charterer's representations and warranties to the New Charterer

The Original Charterer represents and warrants to the New Charterer that the following statements are, at the date of this Agreement, true and accurate:

2.3.1 the Original Charterer has supplied the New Charterer with a true, complete and up-to-date copy of the Original Charter;

2.3.2 the Original Charterer is not aware of any unremedied defaults by the Owner under the Original Charter and the Original Charterer has complied with the terms and conditions of the Original Charter; and

2.3.3 the Original Charter has not been amended, varied, cancelled, novated or terminated and represents the entire agreement between the Original Charterer and the Owner relating to the leasing of the Vessel.

3 Conditions

3.1 As conditions for the agreement of the Owner to novate, amend and restate the Original Charter in accordance with Clause 4, the Original Charterer and the New Charterer shall deliver or cause to be delivered to or to the order of the Owner all of the documents and other evidence listed in Schedule 2.

3.2 All documents and evidence delivered to the Owner pursuant to Clause 3.1 shall:

3.2.1 be in form and substance acceptable to the Owner;

3.2.2 if required by the Owner, be certified, notarised, legalised or attested in a manner acceptable to the Owner.

3.3 The New Charterer shall deliver or cause to be delivered to the Owner, within twenty (20) Business Days from the Effective Date, letters of undertaking in respect of the Insurances as required by the New Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owner.

4 Novation, amendment and restatement

4.1 In consideration of the mutual agreements and undertakings contained in this Novation, Amendment and Restatement Agreement and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties) it is hereby agreed that as and with effect from the Effective Date:

4.1.1 the New Charterer assumes all the obligations and liabilities of the Original Charterer under the Original Charter and agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer and therefore shall duly and punctually perform all the obligations of the Original Charterer under the Original Charter;

4.1.2 the Owner releases and discharges the Original Charterer from all obligations, and liabilities under the Original Charter and accepts the liabilities and obligations of the New Charterer under the Original Charter in place of the liabilities and obligations of the Original Charterer;

4.1.3 the New Charterer has the benefit of all the rights of the Original Charterer under the Original Charter and the Owner agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer; and

4.1.4 the Original Charterer releases and discharges the Owner from all obligations and liabilities under the Original Charter.

4.2 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall subject the Owner to any liability to which it would not otherwise be subject under the Original Charter or diminish in any way any rights or remedies to which the Owner would otherwise be entitled under the Original Charter or modify in any respect the Owner's contractual rights and obligations under any Original Document.

4.3 With effect from the Effective Date the Original Charter shall be read and construed as if its text is replaced by the text of the amended and restated bareboat charter attached to this Novation, Amendment and Restatement Agreement at Schedule 3.

4.4 With effect from the Effective Date, the Vessel shall be deemed to be delivered to, and accepted by, the New Charterer pursuant to the Novated Charter and the Original Charterer shall be fully responsible for the physical delivery of the Vessel to the New Charterer under the Novated Charter. Notwithstanding and without prejudice to the foregoing, the Owner, the Original Charterer and the New Charterer nonetheless agree to enter into and execute the Novation PDA on delivery of the Vessel.

5 Counterparts

This Novation, Amendment and Restatement Agreement may be executed in any number of counterparts each of which shall be original but which shall constitute the same instrument.

6 Notices

6.1 Any communication to be made under or in connection with this Novation, Amendment and Restatement Agreement shall be made in writing and, unless otherwise stated, may be made by letter or email.

6.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Novation, Amendment and Restatement Agreement are:

6.2.1 in the case of the Original Charterer:

CHEMICAL TANKERS 29 INC

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.2 Attention: Corporate Finance Team in the case of the New Charterer:

HAFNIA CHEMICAL TANKERS PTE. LTD.

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.3 Attention: Corporate Finance Team in the case of the Owner:

FORTUNE CHEM5 SHIPPING LIMITED

Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong

Email: zhangxr@csscshipping.com

Attention: Zhang Xiaoran

or any substitute address, email address or department or officer as a Party may notify to the other Parties by not less than five (5) Business Days' notice.

6.3 Any communication or document made or delivered by one Party to another Party under or in connection with this Novation, Amendment and Restatement Agreement will only be effective:

(i) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under Clause 6.2 above, if addressed to that department or officer.

Any communication or document which becomes effective, in accordance with this Clause 6.3, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day..

7 Law and arbitration

(a) This Novation, Amendment and Restatement Agreement and any contractual or non-contractual obligations arising from or connected with this Supplemental Agreement shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Novation, Supplemental Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of the arbitration shall be Hong Kong.

(d) The arbitration proceedings shall be conducted in English.

(e) The law governing this Clause 7 (*Law and arbitration*) shall be English law.

(f) The number of arbitrators shall be three.

8 Waiver of immunity

To the extent that either the Original Charterer or the New Charterer has acquired or may, after the date of this Novation, Supplemental Agreement, acquire any immunity, with respect to itself and its revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and it irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings),

that Party irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of its obligations under this Novation, Supplemental Agreement.

Schedule 1
Effective Date Confirmation

To:

CHEMICAL TANKERS 29 INC (the "**Original Charterer**")

and

HAFNIA CHEMICAL TANKERS PTE. LTD. (the "**New Charterer**")

Effective Date Confirmation

We, **FORTUNE CHEM5 SHIPPING LIMITED**, refer to the Novation, Supplemental Agreement dated 2023 (the "**Supplemental Agreement**") executed by us, the Original Charterer and the New Charterer relating to a bareboat charter dated 28 January 2021 and executed by us (as owners) and the Original Charterer (as charterers) relating to the chemical/oil products tanker named "HAFNIA TOURMALINE" with IMO number 9753698 (as amended and supplemented pursuant to a side letter dated 30 July 2021 and as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**").

We hereby confirm that all conditions precedent referred to in Clause 3.1 of the Novation, Amendment and Restatement Agreement have been satisfied. In accordance with Clauses 1.1 and 4 of the Novation, Amendment and Restatement Agreement, the Effective Date is the date of this confirmation, the novation, amendment and restatement of the Original Charter is now effective.

Dated 20

Signed: _____

For and on behalf of
FORTUNE CHEM5 SHIPPING LIMITED

Schedule 2
Conditions Precedent

1 **New Charterer and Hafnia Limited (the "New Guarantor", together with the New Charterer, the "New Obligors")**

(i) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each New Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each New Obligor, evidencing their respective approval of the relevant New Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(iii) *[Intentionally left blank]*

(iv) an original certificate of an authorised signatory of each New Obligor certifying that each copy document relating to it specified in this paragraph 1 is correct, complete and in full force and effect; and

(v) if applicable, the original power of attorney of each New Obligor under which any documents (including the New Transaction Documents) are to be executed or transactions undertaken by them.

2 **Original Charterer**

(i) a true extract of the unanimous consent in writing of the directors of the Original Charterer, evidencing its approval of this Agreement and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(ii) if applicable, the original power of attorney of the Original Charterer under which any documents (including this Agreement) are to be executed or transactions undertaken by them; and

(iii) an original certificate of the secretary of the Original Charterer certifying that each copy document relating to it specified in this paragraph 1 is true, complete and in full force and effect.

3 **Current Technical Manager**

(i) copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of Thome Croatia d.o.o. (the "**Current Technical Manager**") and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) a copy of the written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of the Current Technical Manager, evidencing its approval of the relevant New Technical Manager's Undertaking and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner.

4 **Transaction documents**

(i) this Novation, Amendment and Restatement Agreement, duly executed by the Parties;

(ii) the duly executed guarantee and indemnity from the New Guarantor (the "**New Guarantee**");

(iii) the duly executed charterers' assignment from the New Charterer (the "**New Charterers' Assignment**);

(iv) the duly executed account charge in relation to the account opened with Citibank N.A., Singapore Branch in the name of the New Charterer with account number 0101083039 (the "**Cash Security Account**") from the New Charterer (the "**New Account Charge**"); and

(v) the duly executed manager's undertaking from the Current Technical Manager (the "**New Technical Manager's Undertaking**"),

in each case in substantially the same form as the equivalent documents under the Original Charter, together with all documents required by any of them (other than the letters of undertaking required under the New Charterers' Assignment).

5 **Legal opinions**

(i) A legal opinion of legal advisers to the Owner as to English law in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(ii) A legal opinion of legal advisers to the Owner as to the laws of the Republic of the Marshall Islands in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iii) A legal opinion of legal advisers to the Owner as to the laws of Singapore in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iv) A legal opinion of legal advisers to the Owner as to the laws of Bermuda in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(v) A legal opinion of legal advisers to the Owner as to the laws of Croatia in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

6 **Fees**

Evidence that any fees, costs and expenses due from the Original Charterer under clauses 59 (*Fees and expenses*) and 62 (*Further indemnities*) of the Original Charter have been paid.

7 **Original Financial Statements**

The audited consolidated financial statements of the New Guarantor for the financial year ended 31 December 2022.

8 **Novation PDA**

The duly executed Novation PDA.

9 **Vessel documents**

Evidence that:

(i) the existing Vessel Management Agreement entered into between the Original Charterer and the Current Technical Manager has been novated to the New Charterer or a new Vessel Management Agreement has been entered into between the New Charterer and the Current Technical Manager; and

(ii) the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in relation to the Vessel (and other vessels) dated 1 May 2022 entered into between the Original Charterer and Hafnia Middle East DMCC has been novated to the New Charterer or a new pool agreement in relation to the Vessel (and other vessels) has been entered into between the New Charterer and Hafnia Middle East DMCC.

10 **Certificate of goodstanding** If required by the relevant local counsel, a copy of the certificate of good standing (or any equivalent document) of each of the New Obligors and the Original Charterer, each issued within one (1) month of the date of the relevant legal opinion referred to in paragraph 5 above.

11 **Cash Security Account**

Evidence that the Cash Security Account has been opened and the balance standing to the credit of the Cash Security Account is not less than the Minimum Amount.

12 **Related Vessels**

Evidence that the "Effective Date" (as defined in the novation, amendment and restatement agreement in relation to each Related Vessel) has occurred.

BARECON 2001

BIMCO STANDARD FORM

STANDARD BAREBOAT CHARTER

PART 1

1. Shipbroker		2. Place and date **Dated 28 January 2021 as amended and supplemented pursuant to a side letter dated 30 July 2021, as supplemented pursuant to a supplemental agreement dated 3 July 2023, and as novated, amended and restated pursuant to the novation, amendment and restatement agreement dated 2023**
3. Owners/Place of business (Cl. 1) **Fortune Chem5 Shipping Limited** **1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong**		4. Bareboat Charterers/Place of business (Cl. 1) **Hafnia Chemical Tankers Pte. Ltd.** **10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438**
5. Vessel's name, call sign and flag (Cl. 1 and 3) **Name: Hafnia Tourmaline** **Call sign: V7RA3** **Flag of Actual Delivery Date: The Republic of the Marshall Islands**		
6. Type of Vessel **chemical/oil products tanker**		7. GT/NT **29,492 / 13,589**
8 When/Where built **2016** **STX Offshore & Shipbuilding Co., Ltd.**		9. Total DWT (abt.) in metric tons on summer freeboard **49,513**
10. Classification Society (Cl. 3) **American Bureau of Shipping**		11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **As per MOA**	14. Time for delivery (Cl. 4) **See Additional Clause 35 (Delivery)**	15. Cancelling date (Cl. 5) **See Additional Clause 34 (Background)**
16. Port or Place of redelivery (Cl. 15) **See Additional Clause 44 (Redelivery)**		17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **N/A**

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18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with Classification Society or flag state requirements**
20. Trading limits (Cl. 6) **Trading worldwide always within International Navigating Limits, except in ports where the call of the Vessel (i) would result in breach of the applicable United Nations, United States or the Approved Flag State sanctions or (ii) would materially adversely affect the insurance cover of the Vessel.**	
21. Charter period (Cl. 2) **120 months commencing from the Actual Delivery Date**	22. Charter hire (Cl. 11) **See Additional Clause 40 (Hire)**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **See Additional Clause 39(c) (Structural changes and alterations)**	
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 40 (Hire)**	25. Currency and method of payment (Cl. 11) **US Dollars (see also Additional Clause 40 (Hire))**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 40 (Hire)**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee (s) / Place of business) (Cl.12) **12 (b) applies; form of Financial Instrument and name of Mortgagee to be determined**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies)
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**
32. Latent defects (only to be filled in if period other than stated in Cl. 3)	33. Brokerage commission and to whom payable (Cl. 27) **N/A**
34. Grace period (state number of clear banking days) (Cl. 28) **See Additional Clause 52 (Termination Events)**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of choose an item **See Additional Clause 79 (Enforcement)**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **No; Part III does not apply**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**

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39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) (a) **N/A** (b) **N/A** (c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No; Part IV does not apply**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V **No; Part V does not apply**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **Clause 32 (Definitions) to Clause 83 (Discharge and re-assignment of Security)**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include

PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

– ~~Signature (Owners)~~	– ~~Signature (Charterers)~~

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PART II

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:
"The Owners" shall mean the party identified in Box 3;
"The Charterers" shall mean the party identified in Box 4;
"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.
"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument ~~as~~**which falls under the definition of "Finance Document". See also Additional Clauses 32 (Definitions) and 33 (Interpretations).**
~~annexed to this Charter and stated in Box 28.~~

2. Charter Period

In consideration of the hire detailed in Box 22,
the Owners have agreed to let and the Charterers have
agreed to hire the Vessel for the period stated in Box 21
("The **Agreed** Charter Period").

3. Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~- **(a)** The Owners shall before and at the time of delivery~~
~~exercise due diligence to make the Vessel seaworthy~~
~~And in every respect ready in hull, machinery and~~
~~equipment for service under this Charter.~~
~~The Vessel shall be delivered by the Owners and taken~~
~~over by the Charterers at the port or place indicated in~~
~~Box 13 in such ready safe berth as the Charterers may~~
~~direct.~~
~~**(b)** The Vessel shall be properly documented on~~

~~delivery in accordance with the laws of the flag State~~
~~indicated in Box 5 and the requirements of the~~
~~classification society stated in Box 10. The Vessel upon~~
~~delivery shall have her survey cycles up to date and~~

~~trading and class certificates valid for at least the number~~
~~of months agreed in Box 12.~~
~~**(c)** The delivery of the Vessel by the Owners and the~~

~~taking over of the Vessel by the Charterers shall~~
~~constitute a full performance by the Owners of all the~~
~~Owners' obligations under this Clause 3, and thereafter~~

~~the Charterers shall not be entitled to make or assert~~
~~any claim against the Owners on account of any~~

~~conditions, representations, or warranties expressed or~~
~~implied with respect to the Vessel but the Owners shall~~
~~be liable for the cost of but not the time for repairs or~~
~~renewals occasioned by latent defects in the Vessel,~~
~~her machinery or appurtenances, existing at the time of~~
~~delivery under this Charter, provided such defects have~~

~~manifested themselves within twelve (12) months after~~
~~delivery unless otherwise provided in Box 32.~~

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PART II

4. Time for Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Vessel shall not be delivered before the date~~
~~indicated in Box 14 without the Charterers' consent and~~
~~the Owners shall exercise due diligence to deliver the~~
~~Vessel not later than the date indicated in Box 15.~~
~~Unless otherwise agreed in Box 18, the Owners shall~~
~~give the Charterers not less than thirty (30) running days'~~
~~preliminary and not less than fourteen (14) running days'~~
~~definite notice of the date on which the Vessel is~~
~~expected to be ready for delivery.~~
~~The Owners shall keep the Charterers closely advised~~
~~of possible changes in the Vessel's position.~~

5. Cancelling

See Additional Clause 34 (Background).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~**(a)** Should the Vessel not be delivered latest by the~~
~~cancelling date indicated in Box 15, the Charterers shall~~
~~have the option of cancelling this Charter by giving the~~
~~Owners notice of cancellation within thirty-six (36)~~
~~running hours after the cancelling date stated in Box~~
~~15, failing which this Charter shall remain in full force~~
~~and effect.~~
~~**(b)** If it appears that the Vessel will be delayed beyond~~
~~the cancelling date, the Owners may, as soon as they~~
~~are in a position to state with reasonable certainty the~~
~~day on which the Vessel should be ready, give notice~~
~~thereof to the Charterers asking whether they will~~
~~exercise their option of cancelling, and the option must~~
~~then be declared within one hundred and sixty-eight~~
~~(168) running hours of the receipt by the Charterers of~~
~~such notice or within thirty-six (36) running hours after~~
~~the cancelling date, whichever is the earlier. If the~~
~~Charterers do not then exercise their option of cancelling,~~
~~the seventh day after the readiness date stated in the~~
~~Owners' notice shall be substituted for the cancelling~~
~~date indicated in Box 15 for the purpose of this Clause 5.~~
~~**(c)** Cancellation under this Clause 5 shall be without~~

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~~prejudice to any claim the Charterers may otherwise~~
~~have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the ~~contracts of insurance~~**Insurances (as defined in Additional Clause 32 (Definitions))** (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes.

~~provided the Owners' prior approval has been obtained~~
~~to loading thereof.~~

7. Surveys on Delivery and Redelivery

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Owners and Charterers shall each appoint~~
~~surveyors for the purpose of determining and agreeing~~
~~in writing the condition of the Vessel at the time of~~
~~delivery and redelivery hereunder. The Owners shall~~
~~bear all expenses of the On-hire Survey including loss~~
~~of time, if any, and the Charterers shall bear all expenses~~

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~~of the Off-hire Survey including loss of time, if any, at~~
~~the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection

Subject to Additional Clause 43 (Inspection), ~~T~~the Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf **in accordance with Additional Clause 43 (Inspection)**:-

(a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for **each** such inspection or survey shall be paid **in accordance with Additional Clause 43 (Inspection);**~~by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

(b) in dry-dock ~~if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers~~ **in accordance with Additional Clause 43 (Inspection)**; and

(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection**(s)** and survey**(s)** shall be paid **in accordance with Additional Clause 43 (Inspection).**~~by the Owners.~~

All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever **reasonably** requested and shall whenever required by the Owners furnish them with full information regarding any **material** casualties or other accidents or damage to the Vessel.

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts~~,~~ **and** appliances ~~and of all consumable stores~~ on board the Vessel shall be made by the Charterers ~~in conjunction with the Owners~~ on delivery and again on redelivery of the Vessel **where the Vessel is not being transferred to the Charterers**. **Without limiting the foregoing,** ~~T~~the Charterers **shall also provide**~~and~~ the Owners **with a complete inventory of**~~, respectively, shall at the~~

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~~time of delivery and redelivery take over and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores ~~(excluding spare parts)~~ in the ~~said~~ Vessel ~~at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to~~ **on** redelivery of the Vessel. **See also Additional Clause 37 (Bunkers and luboils).**

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice **for vessels of this type** ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

~~**(ii)** New Class and Other Safety Requirements - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation Costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in

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performance of this Charter without any delay. This obligation shall apply whether or not such

requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to

satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of me) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the ~~Charter Period~~**Agreement Term**

and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general

municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason

appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel,

as reasonably required. **See also Additional Clause 61 (Operational notifiable events).**

(d) Flag and Name of Vessel – **See Additional Clause 54 (Name of Vessel).**~~During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag.~~ The Charterers shall **not**~~also have the liberty~~, **unless** with the Owners' **prior written** consent, which shall not be unreasonably withheld, ~~to~~ change the flag ~~and/or the name~~ of the Vessel during the Charter Period. **Any change to the flag of the Vessel shall be at the cost and expense of the Charterers (which shall include, without limitation, any Taxes payable in the state or jurisdiction of any flag state of the Vessel and costs of the Finance Parties (if applicable)).**~~Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.~~

(e) Changes to the Vessel – **See Additional Clause 39 (Structural changes and alterations).**~~Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their

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substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace**, renew or substitute** such items of equipment as shall be so damaged or worn as to be unfit for use **at the Charterers' own expense. Title to any such replacement, renewal or substitute shall remain with the Owners until such time as the title to the Vessel is transferred to the Charterers** . The Charterers are to procure that all repairs to or replacement of any

damaged, worn, or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but **title to such additional equipment shall be deemed to have passed to the Owners immediately upon such fitting (except for rental/leased items) and the Charterers** shall remove such equipment at the end of the **Charter** ~~p~~**P**eriod if requested by the Owners **unless the Charterers purchase the Vessel at the end of the Charter Period**. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever **required by the Classification Society.**~~the same may be necessary, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.~~

11. Hire

See Additional Clause 40 (Hire).

~~**(a)** The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated~~

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~~as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage

~~(only to apply if Box 28 has been appropriately filled in)~~

~~*) **(a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

*) ~~**(b)**~~ The Vessel chartered under this Charter ~~is~~**may be** financed by a mortgage according to the Financial Instrument **in accordance with Additional Clause 47 (Owners' mortgage)**. The Charterers undertake to comply, and provide such Information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with ~~the~~**each** Financial Instrument. **See also Additional Clause 47 (Owners' mortgage).** ~~The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably~~

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withheld.
*) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 29).

13. Insurance and Repairs

See Additional Clause 42 (Insurance).

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of sub-clause 13(a) and for repairs of latent defects according to Clause 3(c) above, including any deviation, shall be for the Charterers' account.

(b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial

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Instrument.

(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.

(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.

(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.

14. Insurance, Repairs and Classification

(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).

(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

(b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.

(c) In the event that any act or negligence of the Charterers shall vi ate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.

(d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured

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repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.

(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

(f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.

The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.

(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.

(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.

(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.

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~~(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.~~

~~(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.~~

15. Redelivery

See Additional Clauses 44 (Redelivery) and 45 (Redelivery conditions).

~~At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite Notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.~~

~~The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.~~

~~Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class~~

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~~excepted.~~
~~The Vessel upon redelivery shall have her survey cycles~~
~~up to date and trading and class certificates valid for at~~
~~least the number of months agreed in Box 17.~~

16. Non-Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents **other than a Permitted Security Interest (as defined in Additional Clause 32 (Definitions))**, which might have priority over the title and interest of the Owners in the Vessel. ~~The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:~~

~~"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."~~

17. Indemnity

See also Additional Clause 62 (Further Indemnities).

(a) The Charterers shall indemnify the Owners against any loss, damage or expense **(including, without limitation, legal expense)** incurred by the Owners arising out of or in relation to **a breach of this Charter and/or** the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the ~~Charter Period~~**Agreement Term, except to the extent that such loss, damage or expense has solely resulted from the Owners' gross negligence or wilful misconduct**. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.

(b) If the Vessel be arrested or otherwise detained by

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reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (~~including~~ **excluding** ~~h~~Hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

~~The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.~~

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or Obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale

See Additional Clause 53 (Sub-chartering and assignment).

~~**(a)** The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the~~

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~~currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

*) (a) The Charterers are to procure that all documents issued during the ~~Charter Period~~**Agreement Term** evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~*) Delete as applicable.~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition / Acquisition

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") Irrespective of the date during the ~~Charter Period~~**Agreement Term** when "Requisition for Hire" may occur and irrespective of the

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length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the ~~Charter Period~~**Agreement Term**, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

~~**(b)** In the event of the Owners being deprived o their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or Political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land

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or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) If the insurers of the war risks insurance~~, when Clause 14 is applicable,~~ should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then **the Charterers shall pay to the relevant insurers directly** such premiums and/or calls ~~shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is~~ **immediately when such premiums and/or calls are** due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.

~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more~~

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of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.

27. Commission

The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.

If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.

Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

28. Termination

See Additional Clauses 52 (Termination Events) and 57 (Total Loss).

(a) Charterers' Default

The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:

(i) the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight,

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negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear

banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.
Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving

the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;
(ii) the Charterers fail to comply with the requirements of:
(1) Clause 6 (Trading Restrictions)

(2) Clause 13(a) (Insurance and Repairs)
provided that the Owners shall have the option, by written notice to the Charterers, to give the

Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this

Clause if the Charterers fail to comply with such notice;
(iii) the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in

writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.

(b) Owners' Default
If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that

the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14)

running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.

(c) Loss of Vessel
This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive,

compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or

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~~resolution passed for the winding up, dissolution,~~
~~liquidation or bankruptcy of the other party (otherwise~~
~~than for the purpose of reconstruction or amalgamation)~~
~~or if a receiver is appointed, or if it suspends payment,~~
~~ceases to carry on business or makes any special~~
~~arrangement or composition with its creditors.~~
~~**(c)** The termination of this Charter shall be without~~
~~prejudice to all rights accrued due between the parties~~
~~prior to the date of termination and to any claim that~~
~~either party might have.~~

29. Repossession

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~**this Charter**, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners **and the Charterers shall procure that the master and crew follow the orders and directors of the Owners**.

~~The Owners shall arrange for an authorised representative~~
~~to board the Vessel as soon as reasonably~~
~~Practicable following the termination of the Charter.~~ The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution

See Additional Clause 79 (Enforcement).

~~*) **(a)** This Contract shall be governed by and construed~~
~~in accordance with English law and any dispute arising~~
~~out of or in connection with this Contract shall be referred~~
~~to arbitration in London in accordance with the Arbitration~~
~~Act 1996 or any statutory modification or re-enactment~~
~~thereof save to the extent necessary to give effect to~~
~~the provisions of this Clause.~~
~~The arbitration shall be conducted in accordance with~~

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the London Maritime Arbitrators Association(LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator

unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further

prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be

binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in

writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure

current at the time when the arbitration proceedings are commenced.

*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any

dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to

be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by

any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at

the time when the arbitration proceedings are commenced.

*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in

connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding (a), (b) or (c) above, the parties

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may agree at any time to refer to media on any

difference and/or dispute arising out of or in connection

with this Contract.
In the case of a dispute in respect of which arbitration
has been commenced under (a), (b) or (c) above, the

following shall apply:-
(i) Either party may at any time and from time to time
elect to refer the dispute or part of the dispute to

mediation by service on the other party of a written
notice (the "Mediation Notice") calling on the other
party to agree to mediation.
(ii) The other party shall thereupon within 14 calendar

days of receipt of the Mediation Notice confirm that
they agree to mediation, in which case the parties
shall thereafter agree a mediator within a further
14 calendar days, failing which on the application
of either party a mediator will be appointed promptly
by the Arbitration Tribunal ("the Tribunal") or such
person as the Tribunal may designate for that

purpose. The mediation shall be conducted in such
place and in accordance with such procedure and
on such terms as the parties may agree or, in the
event of disagreement, as may be set by the
mediator.
(iii) If the other party does not agree to mediate, that

fact may be brought to the attention of the Tribunal
and may be taken into account by the Tribunal when
allocating the costs of the arbitration as between

the parties.
(iv) The mediation shall not affect the right of either
party to seek such relief or take such steps as it

considers necessary to protect its interest.
(v) Either party may advise the Tribunal that they have
agreed to mediation. The arbitration procedure shall
continue during the conduct of the mediation but
the Tribunal may take the mediation timetable into
account when settling the timetable steps in the

arbitration.
(vi) Unless otherwise agreed or specified in the

mediation terms, each party shall bear its own costs
incurred in the mediation and the parties shall share
equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice
and confidential and no information or documents

disclosed during it shall be revealed to the Tribunal
except to the extent that they are disclosable under
the law and procedure governing the arbitration.
(Note: The parties should be aware that the media on

process may not necessarily interrupt time limits.)
(c) If Box 35 in Part I is not appropriately filled in, sub-clause
30(a) of this Clause shall apply. Sub-clause 30(d) shall
apply in all cases.
*) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;
indicate alternative agreed in Box 35.

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PART II

31. Notices

See Additional Clause 73 (Notices).

~~**(a)** Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.~~

~~**(b)** The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.~~

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PART III

1. Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction on to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specifications or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her

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PART III

~~acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications~~

~~to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the~~

~~Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for~~

~~delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause~~

~~1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.~~

~~**(b)** If for any reason other than a default by the Owners~~

~~under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written~~

~~notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall~~

~~cease to have effect.~~

~~**(c)** If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon~~

~~**(i)** if the Charterers do not wish to take delivery of the Vessel~~

~~they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such~~

~~notice this Charter shall cease to have effect; or~~

~~**(ii)** if the Charterers wish to take delivery of the Vessel~~

~~they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from~~

~~exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;~~

~~**(iii)** in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;~~

~~**(iv)** if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.~~

~~**(d)** Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim~~

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therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.

5. Survey on Redelivery

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the Condition of the Vessel at the time of redelivery. Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

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PART IV

See Additional Clause 56 (Purchase obligation and transfer of title). ~~On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.~~

~~In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.~~

~~The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.~~

~~The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.~~

~~In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.~~

~~The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.~~

~~The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.~~

~~The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.~~

~~The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.~~

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PART V

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version

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32. Definitions

In this Charter:

"**Account Bank**" means Citibank (or such other bank or financial institution as selected or designated by the Charterers and approved by the Owners from time to time (such approval not to be unreasonably withheld)).

"**Account Charge**" means the deed of charge over the Cash Security Account and all amounts from time to time standing to the credit to the Cash Security Account from the Charterers in favour of Fortune Chem6 Shipping Limited as security agent in connection this Charter and the Related Charters.

"**Actual Delivery Date**" means the date of delivery of the Vessel by the Owners to the Original Charterers under the Original Charter.

"**Actual Owners' Costs**" means the MOA Purchase Price.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agreement Term**" means the period commencing on:

(i) for the purpose of Clause 10(b) (*Operation of the Vessel*), Clause 25 (*Requisition/Acquisition*), Clause 42 (*Insurance*) and Clause 51 (*Value maintenance clause*) only, the Actual Delivery Date; or

(ii) in any other cases, the Original Charter Date,

and terminating on the later of:

(a) the expiration of the Charter Period; and

(b) the date on which all money of any nature owed by the Obligors to the Owners under the Transaction Documents or otherwise in connection with the Vessel have been paid in full to the Owners and no obligations of the Obligors of any nature to the Owners or otherwise in connection with the Transaction Documents or with the Vessel remain unperformed or undischarged, (whether or not following (i) the occurrence of a Termination Event or (ii) the exercise of the Purchase Option in accordance with the terms of this Charter).

"**AML Laws**" means as to any Obligor and in relation to money laundering or terrorism, any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit, requirement, order or determination of any Governmental Agency, and the interpretation or administration thereof, in each case applicable to or binding upon such Obligor.

"**Applicable Rate**" means, subject to Clause 40(p) (*Cost of funds*), for any Hire Period, the percentage rate per annum which is the aggregate of (i) the Reference Rate applicable to that Hire Period and (ii) the Credit Adjustment Spread.

"**Approved Insurance Broker**" means Willis, Cap Marine and Georg Duncker or any other independent and reputable firm or firms of insurance brokers as the Charterers may appoint from time to time and in each case approved by the Owners.

"**Approved Commercial Manager**" means:

(a) Navig8 Chemicals Asia Pte. Ltd., Navig8 Chemical Tankers Inc, Navig8 Chemicals Pool Inc., Hafnia Middle East DMCC or Hafnia Pools Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the commercial management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Flag State**" means, in relation to the Vessel, the Republic of the Marshall Islands, or such other reputable flag approved by the Owners (such approval not to be unreasonably withheld).

"**Approved Manager**" means, in relation to the Vessel, either the Approved Commercial Manager or, as the context may require, the Approved Technical Manager.

"**Approved Technical Manager**" means:

(a) OSM Ship Management AS, Thome Croatia d.o.o., TB Marine Shipmanagement or Suntech Ship Management Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the technical management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Valuer**" means any one of Clarksons Valuations, SSY, Braemar Seascope Limited, Lilleaker Shipping Advisors, Grieg Shipbrokers and any other reputable and independent international ship brokers mutually agreed by the Charterers and the Owners.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration.

"**Break Costs**" means all costs, losses, premiums or penalties incurred by the Owners (including, without limitation (but without double-counting), all costs, losses, premiums or penalties incurred by the Owners under the Finance Documents) as a result of the receipt by the Owners of any payment under or in relation to the Transaction Documents on a day other than the due date for payment of the sum in question, or as a result of the Purchase Option Date not falling on a Hire Payment Date or as a result of the Termination Payment Date not falling on a Hire Payment Date, or as a result of any prepayment of any Principal Hire not falling on a Hire Payment Date.

"**Business Day**" means:

(a) for the purpose of the definition of "Variable Hire Determination Date", a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong and Shanghai and which is a US Government Securities Business Day: and

(b) in any other cases, a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, Hong Kong, New York and Shanghai.

"**BW Group**" means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda.

"**Cash Security Account**" means the US Dollar account in the name of the Charterers opened or to be opened with the Account Bank, and includes any sub-account thereof and such account which is designated by the Owners and the Related Owners as the cash security account.

"**Change of Control Event**" means any one of the following events:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the "**Sohmen Family Trust**") cease to beneficially hold more than fifty per cent. (50%) of the issued share capital of BW Group or such number of shares in the BW Group as carry more than fifty per cent. (50%) of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) twenty per cent. (20%) or more of the issued share capital of the Guarantor or such number of shares in the Guarantor as carrying twenty per cent. (20%) or more of the voting rights normally exercisable at a general meeting of the Guarantor; or

(c) the Charterers cease to be legally and beneficially one hundred per cent. (100%) owned (whether directly or indirectly) by the Guarantor; or

(d) any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

(i) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Guarantor held by the BW Group (either directly or via one or more intermediate holding companies); or

(ii) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Guarantor.

"**Charter Period**" means, subject to paragraph (j) (*Illegality*) of Clause 40 (*Hire*), Clauses 52 (*Termination Events*), 55 (*Purchase Option*) and 57 (*Total Loss*), the period of one hundred and twenty (120) consecutive months commencing from the Actual Delivery Date.

"**Charterers' Assignment**" means the deed of assignment executed or to be executed (as the case may be) by the Charterers in favour of the Owners in relation to certain of the Charterers' rights and interest in and to (among other things):

(a) the Earnings;

(b) the Insurances;

(c) the Requisition Compensation;

(d) the Initial Sub-Charter;

(e) any Sub-Charter which (1) is on demise chartering basis or (2) has a duration (taking into account any option to renew or extend) of more than twelve (12) months; and

(f) any Sub-Charter Guarantee.

"**Classification Society**" means the vessel classification society referred to in Box 10 (*Classification Society*) of this Charter or such other member of the International Association of Classification Societies (IACS) as the Charterers may select and the Owners and the Finance Parties (if any) may approve from time to time.

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertakings*) and signed by one director of the Guarantor substantially in the form set out in Schedule 4 (*Form of Compliance Certificate*).

"**Cost Balance**" means, at any time during the Agreement Term, an amount equal to the Actual Owners' Costs at the relevant time as may be reduced by payment, prepayment, or deemed payment of:

(a) the Upfront Hire; and

(b) the Principal Hire.

"**Credit Adjustment Spread**" means zero point two six one six one per cent. (0.26161%) per annum.

"**Default Termination**" means a Termination pursuant to the provisions of Clause 52 (*Termination Events*).

"**Earnings**" means all hires, freights, passage moneys, pool income and other sums payable to or for the account of the Charterers and/or the Sub-Charterers in respect of the Vessel including (without limitation) all earnings received or to be received from each Sub-Charter, all remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire, and damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of the Vessel.

"**Effective Date**" means the "Effective Date" as defined and determined under the Novation, Amendment and Restatement Agreement.

"**Environmental Approvals**" means any present or future permit, licence, approval, ruling, variance, exemption or other Authorisation required under the applicable Environmental Law.

"**Environmental Claim**" means any claim, proceeding, or formal notice by any governmental, judicial or regulatory authority or any other person which arises out of an Environmental Incident or an alleged Environmental Incident or which relates to any Environmental Law and, for this purpose, "claim" includes a claim for damages, compensation, contribution, injury, fines, losses and penalties or any other payment of any kind, including in relation to clean-up and removal, whether or not similar to the foregoing; an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset.

"**Environmental Incident**" means:

(a) any release, emission, spill or discharge into the Vessel or into or upon the air, sea, land or soils (including the seabed) or surface water of Environmentally Sensitive Material within or from the Vessel; or

(b) any incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water from a vessel other than the Vessel and which involves a collision between the Vessel and such other vessel or some other incident of navigation or operation, in either case, in connection with which the Vessel is actually or potentially liable to be arrested, attached, detained or injuncted and/or the Vessel and/or any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or

(c) any other incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water otherwise than from the Vessel and in connection with which the Vessel is actually or potentially liable to be arrested and/or where any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action, other than in accordance with an Environmental Approval.

"**Environmental Law**" means any present or future law or regulation relating to pollution or protection of human health or the environment, to conditions in the workplace, to the carriage, generation, handling, storage, use, release or spillage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material.

"**Environmentally Sensitive Material**" means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

"**Fair Market Value**" means the fair market value of the Vessel as ascertained in accordance with paragraph (b) (*Valuations*) of Clause 51 (*Value maintenance clause*).

"**FATCA Deduction**" has the meaning given to such term in Clause 80 (*FATCA*).

"**Finance Document**" means any facility agreement, security document, fee letter and any other document designated as such by the Finance Parties and the Owners and which have been or may be (as the case may be) entered into between the Finance Parties and the Owners for the purpose of, among other things, financing or (as the case may be) refinancing all or any part of the Actual Owners' Costs.

"**Finance Party**" means:

(a) any Affiliate of the Owners; or

(b) any bank, financial institution, trust, fund, leasing company or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets,

which is or will be party to a Finance Document (other than the Owners and other entities which may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;

(d) the amount of any liability in respect of any finance or capital lease (other than any liability in respect of a finance or capital lease which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or hire purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction protecting against or benefit from fluctuations in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**GAAP**" means the International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board.

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Guarantor and its Subsidiaries from time to time.

"**Guarantee**" means the guarantee by the Guarantor in favour of the Owners in respect of the Obligors' obligations under the Transaction Documents.

"**Guarantor**" means Hafnia Limited, a company incorporated and existing under the laws of Bermuda with company registration number 49023 and registered office address at Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

"**Handling Fee**" means the non-refundable handling fee in an amount of zero point eight seven five per cent. (0.875%) of the Actual Owners' Costs.

"**Hire**" means each or any combination or aggregate of (as the context may require):

(a) the Upfront Hire;

(b) the relevant Principal Hire; and

(c) the relevant Variable Hire.

"**Hire Payment Date**" means the first day of each and any Hire Period, it being understood that there are altogether forty (40) Hire Payment Dates.

"**Hire Period**" means (a) for the first Hire Period, a period commencing on the Actual Delivery Date and ending on the date falling three (3) months thereafter and (b) for each and any successive Hire Period, a period commencing on the last day of the preceding Hire Period and ending on the date falling three (3) months thereafter, **provided that** if a Hire Period would otherwise extend beyond the expiration of the Charter Period, then such Hire Period shall terminate on the expiration of the Charter Period.

"**Historic Term SOFR**" means the most recent Term SOFR (i) as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of the relevant Hire Period and (ii) for a period of three (3) months.

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of The People's Republic of China.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vessel issued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulations 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning given to such term in Clause 41 (*Increase Costs*).

"**Indemnitee**" has the meaning given to such term in Clause 62 (*Further indemnities*).

"**Initial Sub-Charter**" means the Pool Agreement.

"**Initial Sub-Charterers**" means Hafnia Middle East DMCC.

"**Innocent Owners' Interest Insurances**" means all policies and contracts of innocent owners' interest insurance and innocent owners' additional perils (oil pollution) from time to time taken out by the Owners in relation to the Vessel.

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

"**Interpolated Historic Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**Interpolated Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**ISM Code**" means the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention adopted by the International Maritime Organisation, as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISSC**" means a valid and current International Ship Security Certificate issued under the ISPS Code.

"**Long Stop Date**" has the meaning given to such term in the MOA.

"**Major Casualty Amount**" means two million US Dollars (US$2,000,000) or the equivalent in any other currency or currencies.

"**Manager's Undertaking**" means a written undertaking and confirmation of the Approved Commercial Manager or (as the case may be) the Approved Technical Manager executed or to be executed in favour of the Owners (in form and substance acceptable to the Owners).

"**Margin**" means three point six five per cent. (3.65%) per annum.

"**Market Disruption Rate**" means the percentage rate per annum which is the aggregate of the Reference Rate and the Credit Adjustment Spread.

"**MARPOL**" means the International Convention for the Prevention of Pollution from Ships adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, or financial condition of the Guarantor;

(b) the ability of any Obligor to perform its obligations under the Transaction Documents to which it is a party; or

(c) the validity, legality or enforceability of the Transaction Documents or the rights or remedies of the Owners under the Transaction Documents.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**MOA**" has the meaning given to such term in Clause 34 (*Background*).

"**MOA Purchase Price**" has the meaning given to such term in the MOA.

"**Mortgagees' Interest Insurances**" means all policies and contracts of mortgagees' interest insurance and mortgagees' additional perils (oil pollution) insurance from time to time taken out by any Finance Party in relation to the Vessel.

"**Novation, Amendment and Restatement Agreement**" means the novation, amendment and restatement agreement dated _____ 2023 in relation to the Original Charter and executed by the Owners, the Original Charterers and the Charterers.

"**Obligors**" means, together, the Charterers, the Guarantor and any person designated as such by the Owners and the Charterers from time to time and "**Obligor**" means any one (1) of them.

"**Original Financial Statements**" means, in relation to the Guarantor, its audited consolidated financial statements for the financial year ended 31 December 2022.

"**Original Charter**" means the bareboat charter dated the Original Charter Date and made between the Owners (as owners) and the Original Charterers (as charterers) in relation to the Vessel as amended and supplemented pursuant to a side letter dated 30 July 2021 and as amended and supplemented by a supplemental agreement dated 3 July 2023.

"**Original Charter Date**" means 28 January 2021.

"**Original Charterers**" means Chemical Tankers 29 Inc, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70857.

"**Overnight SOFR**" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"**Owners' Account**" has the meaning given to such term in paragraph (e) of Clause 40 (*Hire*).

"**Party**" means a party to this Charter and "**Parties**" means both of them.

"**PDA**" means the protocol of delivery and acceptance in relation to the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 2 (*Form of Protocol of Delivery and Acceptance*) hereto.

"**Permitted Security Interest**" means:

(a) any Security Interest created by the Transaction Documents and the Finance Documents;

(b) unless a Termination Event has occurred and is continuing, any ship repairer's or outfitter's possessory lien for an amount not exceeding the Major Casualty Amount;

(c) any lien arising by operation of law in the ordinary course of her trading (other than for master's, officer's or crew's wages outstanding);

(d) any lien for salvage; and

(e) Security Interest the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pool Agreement**" means the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in respect of the Vessel (and other vessels) dated 1 May 2022 and made between (a) the Initial Sub-Charterers and (b) the Original Charterers (as a participant) (the "**Original Pool Agreement**") as novated by a novation agreement dated 28 November 2023 and executed by (a) the Initial Sub-Charterers, (b) the Original Charterers and (c) the Charterers pursuant to which the Vessel is one of the Pool Vessels (as defined in the Original Pool Agreement), incorporating the time charter party bearing the same date and made between the same parties (as may be amended, supplemented and/or further novated from time to time).

"**Potential Termination Event**" means an event or circumstance which would, with the giving of any notice, the lapse of time, a determination of the Owners (or any combination of the foregoing) be a Termination Event.

"**Principal Hire**" has the meaning given to such term in sub-paragraph (a)(ii) of Clause 40 (*Hire*).

"**Project Documents**" means, together, the Transaction Documents, any Sub-Charter and any Sub-Charter Guarantee.

"**Purchase Obligation**" means the Charterers' obligation to purchase the Vessel at the applicable Purchase Obligation Price in accordance with Clause 56 (*Purchase obligation and transfer of title*).

"**Purchase Obligation Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 56 (*Purchase obligation and transfer of title*), being the aggregate of:

(a) seventeen point five per cent. (17.5%) of the Actual Owners' Costs; and

(b) all Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment.

"**Purchase Option**" means the option to purchase the Vessel at the applicable Purchase Option Price which the Charterers may exercise in accordance with Clause 55 (*Purchase Option*).

"**Purchase Option Date**" means:

(a) in respect of any purchase of the Vessel under or pursuant to paragraph (a) of Clause 55 *(Purchase Option*), the date indicated as such in the Purchase Option Notice, which shall be a Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date; and

(b) in respect of any purchase of the Vessel under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the date indicated as such in the Purchase Option Notice, which can be at any time on or after the Actual Delivery Date.

"**Purchase Option Notice**" means a written notice (in such form as the Owners and the Charterers may agree) which the Charterers may deliver to the Owners for the purpose of the Charterers exercising the Purchase Option.

"**Purchase Option Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 55 (*Purchase Option*), being the aggregate of:

(a)

(i) if the purchase of the Vessel is under or pursuant to paragraph (a) of Clause 55 (*Purchase Option*):

(A) if the Purchase Option Date falls on or after the third (3rd) anniversary of the Actual Delivery Date but before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Purchase Option Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Purchase Option Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Purchase Option Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Purchase Option Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Purchase Option Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) if the purchase of the Vessel is under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the Purchase Option Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the exercise of the Purchase Option and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Charterers' exercise of the Purchase Option; and

(f) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Quiet Enjoyment Letter**" means, in relation to the Vessel, a quiet enjoyment letter to be issued by the Finance Party (which becomes a mortgagee of the Vessel) in favour of the Charterers on market terms and in such form and substance as may be required by that Finance Party and acceptable to the Owners.

"**Reference Rate**" means, in relation to a Hire Period,

(a) a rate which is the applicable Term SOFR as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period and for a period of three (3) months; or

(b) as otherwise determined pursuant to Clause 40(n) (*Unavailability of Term SOFR*),

and if, in either case, the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Reference Rate shall be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

"**Related Charter**" means, in relation to each Related Vessel, the bareboat charter entered or to be entered into (as the case may be) between the relevant Related Owners (as owners) and the relevant Related Charterers (as bareboat charterers).

"**Related Charterers**" means, in relation to each Related Vessel, the bareboat charterer who has bareboat chartered or will bareboat charter (as the case may be) such Related Vessel pursuant to the terms of the Related Charter, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related MOA**" means, in relation to each Related Vessel, the memorandum of agreement pursuant to which the Related Owners acquired or will acquire title (as the case may be) to that Related Vessel.

"**Related Owners**" means, in relation to each Related Vessel, the owner who has acquired or will acquire (as the case may be) title to that Related Vessel pursuant to the terms of the Related MOA, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related Vessel**" means each of the vessels listed in Schedule 1 (*List of Related Vessels*) hereto.

"**Relevant Jurisdictions**" means, in relation to an Obligor:-

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to any Security Interest to be created by it pursuant to the relevant Security Document is situated;

(c) any jurisdiction where it conducts its business;

(d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it; and

(e) the jurisdiction where any asset of such Obligor which is subject to the relevant arbitral award or court judgment is situated,

and a "**Relevant Jurisdiction**" means each one of them.

"**Requisition Compensation**" means all compensation or other money which may from time to time be payable to the Charterers and/or the Sub-Charterers as a result of the Vessel being requisitioned for title or in any other way compulsorily acquired (other than by way of requisition for hire).

"**Restricted Party**" means a person or entity that is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) a national of, located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person or other national of Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

"**Sanctions**" means the economic sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State and His Majesty's Treasury ("**HMT**") (together, the "**Sanctions Authorities**").

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list maintained by the OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

"**Security Documents**" means, in relation to the Vessel, collectively the following:

(a) the Account Charge;

(b) the Charterers' Assignment;

(c) the Guarantee;

(d) any Subordination Deed (if any);

(e) each Manager's Undertaking;

(f) all notices and acknowledgments and other documents issued in relation to or in connection with the documents set out above; and

(g) any other document that may at any time be executed by any person guaranteeing, creating, evidencing or perfecting any Security Interest to secure all or part of all the Obligors' obligations under or in connection with the Transaction Documents,

and "**Security Document**" means any one of them.

"**Security Interest**" means a mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similar effect), in each case howsoever arising.

"**Settlement Date**" means, following a Total Loss of the Vessel, the earlier of:

(a) the date which falls on the earlier of:

(i) the date falling (x) one hundred and thirty five (135) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (a) or (b) of the definition of "Total Loss" and (y) ninety (90) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (c) of the definition of "Total Loss"; and

(ii) the date falling one hundred and twenty (120) months after the Actual Delivery Date,

in each case, if such date is not a Business Day, the immediately preceding Business Day; and

(b) the date on which the Owners receive the Total Loss Proceeds in respect of the Total Loss.

"**Sub-Charter**" means:

(a) the Initial Sub-Charter; or

(b) any other charterparty or contract of employment in respect of the Vessel entered or to be entered into between the Charterers as disponent owners and any Sub-Charterers.

"**Sub-Charter Guarantee**" means any guarantee provided by a Sub-Charter Guarantor in favour of the Charterers in respect of the relevant Sub-Charterers' obligations under the relevant Sub-Charter.

"**Sub-Charter Guarantor**" means any sub-charter guarantor in connection with a Sub-Charter which is or will be a party to a Sub-Charter Guarantee.

"**Sub-Charterers**" means:

(a) the Initial Sub-Charterers; or

(b) any other sub-charterers which are or will be parties to the relevant Sub-Charter.

"Subordination Deed" means any subordination deed required by paragraph (ii) of Clause 49(i) (*Financial Indebtedness*), being in such form as the Owners may agree.

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

"**Tax**" or "**tax**" means any present and future tax (including, without limitation, value added tax, consumption tax or any other tax in respect of added value or any income), levy, impost, duty or other charge or withholding of any nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and "**Taxes**", "**taxes**", "**Taxation**" and "**taxation**" shall be construed accordingly.

"**Term SOFR**" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Termination**" means the termination at any time of the chartering of the Vessel under this Charter.

"**Termination Event**" means each of the events specified in paragraph (a) (*Termination Events*) of Clause 52 (*Termination Events*).

"**Termination Notice**" has the meaning given to such term in (as the context may require):

(a) paragraph (j) (*Illegality*) of Clause 40 (*Hire*); or

(b) paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*).

"**Termination Payment Date**" means:

(a) in respect of a Termination in accordance with paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the date specified in the Termination Notice served on the Charterers pursuant to that Clause;

(b) in respect of a Default Termination, the date specified in the Termination Notice served on the Charterers pursuant to paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*) in respect of such Default Termination (which date shall be no earlier than 7 Business Days after the date of such Termination Notice); or

(c) in respect of a Total Loss Termination, the Settlement Date in respect of the Total Loss which gives rise to such Total Loss Termination.

"**Termination Sum**" means an amount representing the Owners' losses as a result of a Termination prior to the expiry of the Agreed Charter Period (other than by virtue of the Charterers exercising the Purchase Option in accordance with Clause 55 (*Purchase Option*)), which both parties acknowledge as a genuine and reasonable pre-estimate of the Owners' losses in the event of such Termination and shall consist of the following:

(a)

(i) in relation to a Termination Sum (other than that referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*)):

(A) if the Termination Payment Date falls before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Termination Payment Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Termination Payment Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Termination Payment Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Termination Payment Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Termination Payment Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) in relation to a Termination Sum referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the relevant Termination Payment Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the Termination and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Termination;

(f) so long as the Vessel is not being transferred to the Charterers, all liabilities, costs and expenses so incurred in recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*); and

(g) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Test Date**" has the meaning given to such term in paragraph (a) (*Definitions*) of Clause 51(*Value maintenance clause*).

"**Third Parties Act**" means the Contracts (Rights of Third Parties) Act 1999.

"**Title Re-Transfer PDA**" means the protocol of delivery and acceptance in relation to the re-transfer of the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 3 (*Form of Title Re-Transfer Protocol of Delivery and Acceptance*) hereto upon expiration of the Charter Period.

"**Total Loss**" means, during the Charter Period:

(a) actual or constructive or compromised or agreed or arranged total loss of the Vessel;

(b) the requisition for title or compulsory acquisition of the Vessel by any Governmental Agency;

(c) the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel (not falling within (b) above), unless the Vessel is released and returned to the possession of the Owners or the Charterers within forty five (45) days after the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture in question,

and for the purpose of this Charter, (i) an actual Total Loss of the Vessel shall be deemed to have occurred at the date and time when the Vessel was lost but if the date of the loss is unknown the actual Total Loss shall be deemed to have occurred on the date on which the Vessel was last reported, (ii) a constructive Total Loss shall be deemed to have occurred at the date and time at which a notice of abandonment of the Vessel is given to the insurers of the Vessel and (iii) a compromised, agreed or arranged Total Loss shall be deemed to have occurred on the date of the relevant compromise, agreement or arrangement.

"**Total Loss Date**" means, in relation to the Total Loss of the Vessel:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, arranged, agreed or compromised Total Loss of the Vessel, the earlier of:

  a. the date on which a notice of abandonment is given (or deemed or agreed to be given) to the insurers; and

  b. the date of any compromise, arrangement or agreement made with the Vessel's insurers in which the insurers agree to treat the Vessel as a Total Loss;

(c) in the case of capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel, the date falling forty five (45) days after the date on which it happened; and

(d) in the case of any other type of Total Loss, the date (or the most likely date) on which it appears to the Owners that the event constituting the Total Loss occurred.

"**Total Loss Proceeds**" means the proceeds of the Insurances or any other compensation of any description in respect of a Total Loss unconditionally received and retained by or on behalf of the Owners in respect of a Total Loss.

"**Total Loss Termination**" means a Termination pursuant to the provisions of paragraph (a) (*Total Loss Termination*) of Clause 57 (*Total Loss*).

"**Transaction Documents**" means, together, this Charter, the MOA, the Security Documents and such other documents as may be designated as such by the Owners and the Charterers from time to time and "**Transaction Document**" means any one of them.

"**Unpaid Sum**" means any sum due and payable but unpaid by any Obligor under the Transaction Documents.

"**Upfront Hire**" means the non-refundable advance hire payment which the Original Charterers are obliged to pay upfront to the Owners, being an amount which equals thirty per cent. (30%) of the MOA Purchase Price.

"**US Dollars**", "**United States Dollars**", "**Dollars**", "**USD**", "**US$**" and "**$**" each means available and freely transferable and convertible funds in lawful currency of the United States of America.

"**US Government Securities Business Day**" means a day other than:

(a) a Saturday or Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

"**Valuation Report**" means, in relation to the Vessel, a desktop valuation report (without physical inspection) addressed to the Owners and prepared:

(a) by an Approved Valuer;

(b) on the basis of a charter-free sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing seller and a willing buyer.

"**Variable Hire**" has the meaning given to such term in sub-paragraph (a)(iii) of Clause 40 (*Hire*).

"**Variable Hire Determination Date**" means, in relation to a Hire Period, the date falling five (5) Business Days prior to the first day of such Hire Period.

"**Vessel**" means the chemical/oil products tanker named "HAFNIA TOURMALINE" as more particularly described in Boxes 5 (*Vessel's name, call sign and flag*) to 10 (*Classification Society*) of this Charter.

"**Vessel Management Agreement**" means, in relation to the Vessel, each technical and/or commercial management agreement executed or to be executed (as the case may be) between (a) the relevant Approved Manager(s) (as technical and/or commercial manager (as the case may be)) and (b) the Charterers in each case in such form and substance as may be approved by the Owners.

33. Interpretations

(a) In this Charter, unless the context otherwise requires, any reference to:

(i) this Charter includes the Schedules hereto and references to Clauses and Schedules are, unless otherwise specified, references to Clauses of and Schedules to this Charter and, in the case of a Schedule, to such Schedule as incorporated in this Charter as substituted from time to time;

(ii) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor;

(iii) the term "**Vessel**" includes any part of the Vessel;

(iv) "**assets**" includes present and future properties, revenues and rights of every description;

(v) the "**Owners**", the "**Charterers**", any "**Guarantor**", any "**Obligor**", any " **Sub-Charterers**", any "**Sub-Charter Guarantor**", any "**Related Owners**", any "**Related Charterers**", or any other person include any of their respective successors, permitted assignees and permitted transferees;

(vi) a "**Project Document**" or any other agreement, instrument or document include such Project Document or other agreement, instrument or document as the same may from time to time by amended, modified, supplemented or novated;

(vii) the "**equivalent**" in one currency (the "**first currency**") as at any date of an amount in another currency (the "**second currency**") shall be construed as a reference to the amount of the first currency which could be purchased with such amount of the second currency at the spot rate of exchange quoted by the Owners at or about 11:00 a.m. (Shanghai time) two (2) business days (being a day other than a Saturday or Sunday on which banks and foreign exchange markets are generally open for business in Shanghai) prior to such date for the purchase of the first currency with the second currency for delivery and value on such date;

(viii) "**hereof**","**herein**" and "**hereunder**" and other words of similar import means this Charter as a whole (including the Schedules) and not any particular part hereof;

(ix) "**including**" shall be constructed as "**including without limitation**" (and cognate expressions shall be construed similarly);

(x) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement, or official or judicial interpretation of any of the foregoing, in each case having the force of law and, if not having the force of law, in respect of which compliance is generally customary;

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(xii) "**month**" means, save as otherwise provided, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month;

(xiii) the word "**person**" or "**persons**" or to words importing persons include, without limitation, any state, divisions of a state, government, individuals, partnerships, corporations, ventures, government agencies, committees, departments, authorities and other bodies, corporate or unincorporated, whether having distinct legal personality or not;

(xiv) the "**winding-up**", "**dissolution**", "**administration**", "**liquidation**", "**insolvency**", "**reorganisation**", "**readjustment of debt**", "**suspension of payments**", "**moratorium**" or "**bankruptcy**" (and their derivatives and cognate expressions) of any person shall each be construed so as to include the others and any equivalent or analogous proceedings or event under the laws of any jurisdiction in which such person is incorporated or any jurisdiction in which such person carries on business;

(xv) "**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association which is a member of the International Group of P&I Clubs, including pollution risks, extended passenger cover and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies;

(xvi) a Potential Termination Event is "**continuing**" if it has not been remedied or waived and a Termination Event is "**continuing**" if it has not been waived; and

(xvii) words denoting the plural number include the singular and vice versa.

(b) Headings are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Charter.

(c) A time of day (unless otherwise specified) is a reference to Shanghai time.

34. Background

(a) ***The MOA*** By a memorandum of agreement (the "**MOA**") dated the Original Charter Date and made between the Owners (as buyers thereunder) and the Original Charterers (as sellers thereunder), the Owners have agreed to purchase and the Original Charterers have agreed to sell the Vessel subject to the terms and conditions therein.

(b) ***Transfer of ownership pursuant to MOA*** Accordingly the parties hereby agree that this Charter is subject to the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA.

(c) ***Cancelling Events*** If:

(i) the Vessel is not delivered by the Long Stop Date (or such later date as the Owners and the Charterers may agree); or

(ii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, it becomes unlawful for the Owners (as buyers) to perform or comply with any or all of their obligations under the MOA, or any of the obligations of the Owners under the MOA is not or ceases to be legal, valid, binding and enforceable; or

(iii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, the MOA expires, is cancelled, terminated, rescinded or suspended or otherwise ceases to remain in full force and effect for any reason,

then (notwithstanding any rights and claims which the parties to the MOA may have against each other under the MOA) neither Party shall be liable to the other for any claim arising out of this Charter and this Charter shall immediately terminate and be cancelled (with the exception of Clause 17 (*Indemnity*) (Part II) and Clause 62 (*Further indemnities*)), **provided that:**

(A) the Owners shall be entitled to retain all fees paid by the Charterers pursuant to Clause 59 (*Fees and expense*) and, without prejudice to Clause 59 (*Fees and expenses*), if any fees which are or have been due and payable pursuant to such Clause but have not so been paid by the Charterers, the Charterers shall forthwith pay such fees to the Owners); and

(B) such payment shall not be construed as a penalty but shall represent an agreed estimate of the loss and damage suffered by the Owners in the cancellation of this Charter and shall therefore be paid as compensation to the Owners.

35. Delivery

(a) ***Conditions to delivery*** The obligation of the Owners to charter the Vessel to the Charterers pursuant to this Charter shall be subject to the following conditions:

(i) delivery of the Vessel by the Charterers to the Owners pursuant to the terms of the MOA (the Owners to render all such assistance as is necessary to complete such registration);

(ii) the Owners obtaining full title to the Vessel pursuant to the terms of the MOA;

(iii) no Termination Event having occurred which is continuing on or prior to the date of this Charter or the Actual Delivery Date;

(iv) the representations and warranties referred to in Clause 48 (Charterers' representations and warranties) being true and correct on the date of this Charter and the Actual Delivery Date;

(v) the Actual Delivery Date falling on or before the Long Stop Date (or such later date as may be agreed between the Owners (as buyers under the MOA) and the Charterers (as sellers under the MOA)); and

(vi) the Owners having received, or being satisfied that they will receive, the documents and evidence referred to in paragraph (a) (*Owners' conditions precedent*) of Clause 36 (*Conditions precedent*), in each case in all respects in form and substance satisfactory to them on or before the Actual Delivery Date

(b) ***Delivery and acceptance*** Provided that the conditions referred to in paragraph (a) (*Conditions to delivery*) above have been fulfilled or waived to the satisfaction of the Owners (which shall be evidenced in writing by the Owners), the Owners and the Charterers agree that:

(i) the Charterers shall, at their own expense and cost, upon the Actual Delivery Date arrange for the Vessel to be registered under the laws and flag of the Approved Flag State and in the name of the Owners as legal owner;

(ii) the Charterers shall take delivery of the Vessel from the Owners under this Charter (such delivery to be conclusively evidenced by a duly executed PDA) immediately following the acceptance of delivery of the Vessel by the Owners from the Charterers pursuant to the MOA;

(iii) the Charterers will accept the Vessel:

(A) on an "as is where is" basis in exactly the same form and state as the Vessel is delivered by the Charterers to the Owners pursuant to the MOA;

(B) in such form and state with any faults, deficiencies and errors of description; and

(C) for the avoidance of doubt, no underwater inspection shall be performed at the time of commencement of this Charter on the basis that any repairs required at the next scheduled dry-docking are the responsibility of the Charterers; and

(c) the Charterers shall have no right to refuse acceptance of delivery of the Vessel into this Charter if the Vessel is delivered to the Owners pursuant to the MOA, and shall be deemed to have accepted delivery of the Vessel under this Charter unconditionally without reservation upon her delivery under the MOA, and notwithstanding and without prejudice to the foregoing, the Owners and the Charterers nonetheless agree to enter into and execute the PDA on delivery of the Vessel under this Charter.

(d) ***No representation or warranty from Owners*** The Charterers acknowledge and agree that the Owners are not the manufacturer or original supplier of the Vessel which has been purchased by the Owners pursuant to the MOA, and have therefore made no representations or warranties in respect of the Vessel or any part thereof, and hereby waive all their rights in respect of any warranty or condition implied (whether statutory or otherwise) on the part of the Owners and all claims against the Owners howsoever the same might arise at any time in respect of the Vessel, or arising out of the design, construction, quality, classification, condition, operation, performance, capacity of the Vessel, fitness for use of the Vessel and the chartering thereof under this Charter (including, without limitation, in respect of the seaworthiness, merchantability or eligibility for particular trade or operation or otherwise of the Vessel).

(e) ***No liability from Owners*** In particular, and without prejudice to the generality of paragraph (d) (*No representation or warranty from Owners*) above, the Owners shall be under no liability whatsoever, howsoever arising, in respect of the injury, death, loss, damage or delay of or to or in connection with the Vessel or any person or property whatsoever, whether onboard the Vessel or elsewhere, and irrespective of whether such injury, death, loss, damage or delay shall arise from the unseaworthiness of the Vessel. For the purpose of this paragraph (e), "delay" shall include delay to the Vessel (whether in respect of delivery under this Charter or thereafter and any other delay whatsoever).

(f) ***Non-Obligation of Owners'*** The Charterers shall be responsible for the condition of the Vessel on the Actual Delivery Date without any obligation on the part of the Owners.

(g) ***No Replacement*** The Owners shall be under no obligation to supply any replacement vessel or any piece or part thereof during any period when the Vessel is unusable or suffers a Total Loss and shall not be liable to the Charterers or any other person as a result of the Vessel being unusable or a Total Loss.

36. Conditions precedent

(a) ***Owners' conditions precedent*** Notwithstanding anything to the contrary in this Charter, the obligations of the Owners to charter the Vessel to the Charterers under this Charter are subject to and conditional upon the Owners' receipt of following documents and evidence (in each case in form and substance acceptable to the Owners) on or before the Actual Delivery Date:

(i) an original of each of the Transaction Documents (other than the Account Charge) together with all documents required by any of them (other than the letters of undertaking referred to in the Charterers' Assignment) (which shall contain the Initial Sub-Charterers' acknowledgement that all Earnings payable under the Initial Sub-Charter shall be paid to an account designated by the Owners until the Owners notify the Initial Sub-Charterers to the contrary, and the Owners shall be under no obligation to so notify the Initial Sub-Charterers if (x) the Charterers have not complied with paragraph (ff) (*Account Charge*) of Clause 49 (*Charterers' undertakings*) or (y) a Potential Termination Event or a Termination Event has occurred);

(ii) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(iii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each Obligor, evidencing their respective approval of the Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owners;

(iv) certified true copies of written resolutions signed by all the holders of the issued shares in each Obligor, approving the terms of, and the transactions contemplated by, the Transaction Documents to which that Obligor is a party;

(v) an original certificate of an authorised signatory of each Obligor certifying that each copy document relating to it specified in this paragraph (a) is correct, complete and in full force and effect.

(vi) if applicable, the original power of attorney of each Obligor under which any document (including the Transaction Documents) are to be executed or transactions undertaken by them;

(vii) if applicable, copies (certified true where possible) of all Authorisations as may be necessary to authorise the performance by each of the Obligors of its obligations under the Transaction Documents to which it is or (as the case may be) will be a party, and the execution, validity and enforceability of such Transaction Documents;

(viii) originals or, if not available, certified true copies of the following:

(A) each duly executed Vessel Management Agreement;

(B) the duly executed Project Documents (other than the Transaction Documents);

(C) the Vessel's current IAPPC;

(D) the Vessel's classification certificate evidencing that it is free of all conditions of class from the Classification Society;

(E) each applicable Approved Technical Manager's current Document of Compliance (as such term is defined pursuant to the ISM Code);

(F) the Vessel's current Safety Management Certificate (as such term is defined pursuant to the ISM Code) and the Vessel's current ISSC; and

(G) the Original Financial Statements of the Guarantor and the Charterers,

in each case (and where applicable) together with all addenda, amendments or supplements;

(ix) evidence that:

(A) all the conditions precedents under clause 7 (*Conditions precedent and subsequent*) of the MOA have been, or, in the Owners' opinion, will be satisfied on the Actual Delivery Date;

(B) the Charterers have paid the Handling Fee and all other fees, costs and expenses that are due on or before the Actual Delivery Date in accordance with Clause 59 (*Fees and expenses*);

(C) all costs and expenses associated with the Vessel's registration under the laws and flag the Approved Flag State and in the name of the Owners have been paid by the Charterers in accordance with paragraph (b)(vii) (*Other costs and expenses*) of Clause 59 (*Fees and expenses*);

(D) the Vessel is insured in the manner required by the Transaction Documents (including, in particular, evidence that Innocent Owners' Interest Insurance has been arranged and that the Owners have been or will be reimbursed by the Charterers for all costs, premiums and expenses paid or incurred by the Owners in connection therewith), together with:

(1) ***intentionally left blank***

(2) evidence that the relevant loss payable clause (in a form as the Owners may approve) has been or will be endorsed on or attached to the policies, the cover notes or certificates of entry relating to the Insurances; and

(3) evidence that letters of undertaking (each in a form as the Owners may approve) will be issued;

(E) the Upfront Hire has been deducted from the Actual Owners' Costs or (as the case may be) paid in accordance with the terms of this Charter; and

(F) any process agent referred to in any Transaction Document has accepted its appointment;

(x) a market standard legal opinion of the legal advisers to the Owners in each of the following relevant jurisdictions in form and substance acceptable to the Owners:

(A) England and Wales;

(B) the Marshall Islands;

(C) Norway; and

(D) any other jurisdiction where any Approved Manager (that is required to give a Manager's Undertaking) is incorporated

or confirmation satisfactory to the Owners that such an opinion will be given;

(xi) a copy of any other Authorisation or other document, opinion or assurance which the Owners consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document (including, without limitation in relation to or for the purposes of any financing by the Owners); and

(xii) copies of the Vessel's certificate of registry and certificate of ownership and encumbrance, both dated the Actual Delivery Date (evidencing that the Vessel is registered under the laws and flag of the Approved Flag State and in the name of the Owners and that the Vessel is free from registered encumbrances and mortgages).

(c) ***Owners' discretion regarding conditions precedent*** If the Owners in their sole discretion agree at the request of the Charterers to deliver the Vessel under this Charter to the Charterers before all of the documents and evidence required under paragraph (a) (*Owners' conditions precedent*) above have been delivered to or to the order of the Owners, the Charterers undertake to deliver all outstanding documents and evidence to or to the order of the Owners no later than seven (7) Business Days after the Actual Delivery Date (or such later date as the Owners may agree in writing, acting in their sole discretion). The delivery of the Vessel by the Owners to the Charterers under this Charter shall not, unless otherwise notified by the Owners (acting in their sole discretion) to the Charterers in writing, be taken as a waiver of the Owners' right to require production of all the documents and evidenced required by this Clause 36.

(d) ***Certified true copies*** Each certified true copy document referred to this Clause 36 must be certified by a director, company secretary, legal representative or other duly authorised representative of the Charterers or (as the case may be) the Owners as being true and complete as at a date no later than the Actual Delivery Date.

37. Bunkers and luboils

(a) At delivery the Charterers shall take over all bunkers, lubricating oil, water and unbroached provisions in the Vessel without cost.

(b) At redelivery the Owners shall take over all bunkers, unused lubricating oil, water and unbroached provisions and other consumable stores in the Vessel without cost.

38. Further maintenance and operation

(a) ***Maintenance*** The good commercial maintenance practice under Clause 10 (*Maintenance and Operation*) (Part II) of this Charter shall be deemed to include:

(i) the maintenance and operation of the Vessel by the Charterers in accordance with:

(A) the relevant regulations, requirements and recommendations of the Classification Society;

(B) the relevant regulations, requirements and recommendations of the country and flag of the Vessel's registry;

(C) any applicable IMO regulations (including, without limitation, the ISM Code, the ISPS Code and MARPOL), relating to the safe operation of the Vessel;

(D) all other applicable regulations, requirements and recommendations, relating to the safe operation of the Vessel; and

(E) the Charterers' operations and maintenance manuals, relating to the safe operation of the Vessel;

(ii) the maintenance and operation of the Vessel by the Charterers taking into account:

(A) engine manufacturers' recommended maintenance and service schedules;

(B) builder's operations and maintenance manuals; and

(iii) recommended maintenance and service schedules of all installed equipment and pipework.

(b) ***Access to class records*** The Charterers covenant with the Owners to provide (at the Charterers' costs) access to class records and inspection records to the Owners upon the Owners' request.

(c) ***Extra equipment*** Any equipment that is found not to be required on board as a result of regulation or operational requirements is either to be, at the Charterers' option, removed at the Charterers' expense or to be maintained in operable condition.

39. Structural changes and alterations

(a) The Charterers shall make no structural changes in the Vessel or changes in the machinery, engines, appurtenances or spare parts thereof without in each instance first securing the Owners' consent thereto, except where any such change:

(i) does not have a material adverse effect on the Vessel's certification or the Vessel's fitness for purpose; and

(ii) will not materially diminish the value of the Vessel and/or have a material adverse effect on the safety, performance, value or marketability of the Vessel.

(b) Upon the occurrence of any Termination Event which is continuing, and if the Vessel is not being transferred to the Charterers pursuant to and in accordance with paragraph (f) (*Transfer of title*) of Clause 52 (*Termination Events*) and the Owners decide to retake possession of the Vessel, then the Charterers shall, in each case at their expense, restore the Vessel to its former condition unless the changes made are carried out:

(i) with the prior written consent of the Owners; or

(ii) to improve the performance, operation or marketability of the Vessel; or

(iii) as a result of a regulatory compliance.

(c) Any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation shall be for the Charterers' account and the Charterers shall not have any right to recover from the Owners any part of the cost for such improvements, changes or new equipment either during the Charter Period, or at redelivery of the Vessel. The Charterers shall not remove any such improvement structural changes or new equipment at redelivery of the Vessel. The Charterers shall upon request give written notice to the Owners of any such improvement, structural changes or new equipment.

40. Hire

(a) ***Hire during Charter Period*** In consideration of the Owners' agreement to charter the Vessel to the Charterers during the Charter Period pursuant to the terms hereof, the Charterers shall pay (or, in respect of the Upfront Hire only and subject to compliance with paragraph (i) below, be deemed to have paid) to the Owners each of the following sums on the relevant dates as follows:

(i) by way of advance hire which is payable upfront, an amount equal to the Upfront Hire on or before the Actual Delivery Date which:

(A) is non-refundable under any circumstances; and

(B) shall be set off against the Actual Owners' Costs in accordance with the MOA;

(ii) on each Hire Payment Date, by way of principal hire (each a "**Principal Hire**") an amount equal to one fortieth (1/40th) of fifty two point five per cent. (52.5%) of the Actual Owners' Costs;

(iii) on each Hire Payment Date, by way of variable hire (each a "**Variable Hire**"), the variable hire then payable on the corresponding Hire Payment Date. The amount of Variable Hire payable on each Hire Payment Date is calculated in accordance with the following formula:

A x B x C

whereby

A = the Cost Balance immediately prior to the relevant Hire Payment Date

B = the aggregate of (i) the Margin and (ii) the Applicable Rate

C = a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Hire Payment Date (including that date) until, in respect of the Hire Payment Date of the final Hire Period during the Charter Period, the last day of such Hire Period (including that day), and, in respect of all other Hire Payment Dates, the next Hire Payment Date (not including that date).

(b) ***Accrual of Hire*** For the purpose of determining any Hire payment under paragraph (a) (*Hire during Charter Period*) above, Variable Hire shall accrue from and including the first (1st) day of the relevant Hire Period in accordance with paragraph (a) (*Hire during Charter Period*) above.

(c) ***Payment of Hire*** The Hire shall be paid in advance and on or before each Hire Payment Date (in respect of which time is of the essence) with the first Hire Payment Date falling on the Actual Delivery Date. Each Hire shall be received by the Owners by 3:00 p.m. (Hong Kong time) on the relevant Hire Payment Date (in respect of which time is of the essence).

(d) ***Non-Business Day*** Any payment provided herein due on any day which is not a Business Day shall be payable on the preceding Business Day.

(e) ***Payment account information*** All payments under this Charter shall be made to the account opened in the name of the Owners with such bank as the Owners may choose in Hong Kong, the details of which shall be notified by the Owners to the Charterers prior to the first Hire Payment Date (or such other account as the Owners may thereafter notify the Charterers in writing from time to time) (the "**Owners' Account**") for credit to the account of the Owners.

(f) ***Charterers' Hire payment obligation absolute*** Following delivery of the Vessel to, and acceptance by, the Charterers under this Charter, the Charterers' obligation to pay Hire on a "hell and high water" basis in accordance with this Clause 40 shall be absolute and unconditional irrespective of any contingency whatsoever including but not limited to:

(i) any set-off, counterclaim, recoupment, defence or other right which either party to this Charter may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss, destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use, possession or enjoyment of the Vessel by the Charterers for any reason whatsoever;

(iii) any unavailability of the Vessel, for any reason, including but not limited to any action or inaction by any Sub-Charterers, seaworthiness, condition, design, operation, merchantability or fitness for use or purpose of the Vessel or any apparent or latent defects in the Vessel or its machinery and equipment or the ineligibility of the Vessel for any particular use or trade or for registration of documentation under the laws of any relevant jurisdiction or lack of registration or the absence or withdrawal of any consent required under the applicable law of any relevant jurisdiction for the ownership, chartering, use or operation of the Vessel or any damage to the Vessel;

(iv) any lack or invalidity of title, registration, or the good standing of the Owners or any other defect in title, registration, or the good standing of the Owners provided such lack or invalidity of title or defect does not affect the quiet and peaceful use, possession and enjoyment of the Vessel;

(v) any failure or delay on the part of either party to this Charter, whether with or without fault on its part, in performing or complying with any of the terms, conditions or other provisions of this Charter;

(vi) any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, administration, liquidation or similar proceedings by or against the Owners, any Obligor, any Sub-Charterers, or any change in the constitution of the Owners, any Obligor, any Sub-Charterers or any Sub-Charter Guarantor;

(vii) any invalidity or unenforceability or lack of due authorisation of or any defect in this Charter or any Sub-Charter; or

(viii) any other cause which would but for this provision have the effect of terminating or in any way affecting the obligations of the Charterers hereunder,

it being the intention of the parties that the provisions of this Clause 40, and the obligation of the Charterers to pay Hire and make any payments under this Charter, shall (save as expressly provided in this Clause 40) survive any frustration and that, save as expressly provided in this Charter, no moneys paid under this Charter by the Charterers to the Owners shall in any event or circumstance be repayable to the Charterers. For the avoidance of doubt, the obligation of Charterers to pay Hire under this Charter shall not be affected by any breach of this Charter by the Owners, it being understood that the Charterers shall, in the event of such breach, be entitled to claim compensation for their losses, documented damages or expenses (excluding Hire paid under this Charter).

(g) ***All payments free from deductions***

(i) All payments of Hire and all other Unpaid Sums to the Owners pursuant to this Charter and the other relevant Transaction Documents shall be made in immediately available funds in US Dollars and free and clear of, and without deduction for or on account of, any bank charges and any other Taxes (including a FATCA Deduction).

(ii) In the event that the Charterers are required by any law or regulation to make any deduction or withholding (including a FATCA Deduction) on account of any taxes which arise as a consequence of any payment due under this Charter, then:

(A) the Charterers shall notify the Owners promptly after they become aware of such requirement;

(B) the Charterers shall remit the amount of such taxes to the appropriate taxation authority within any applicable time limits and in any event prior to the date on which penalties attach thereto; and

(C) such payment shall be increased by such amount as may be necessary to ensure that the Owners receive a net amount which, after deducting or withholding such taxes, is equal to the full amount which the Owners would have received had such payment not been subject to such taxes.

(iii) The Charterers shall forward to the Owners evidence satisfactory to the Owners that any such taxes have been remitted to the appropriate taxation authority within thirty (30) days of the expiry of any time limit within which such taxes must be so remitted or, if earlier, the date on which such taxes are so remitted.

(h) ***Default interest*** Subject to paragraph (a)(i) (*Non-payment*) of Clause 52 (*Termination Events*), if the Charterers fail to pay any amount payable by it under a Transaction Document on its due date, interest shall accrue on the Unpaid Sum from the day which is three (3) days of the due date up to the date of actual payment (both before and after judgment) at a rate which is two per cent. (2%) per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted Principal Hire for successive Hire Periods. Any interest accruing under this paragraph (h) shall be immediately payable by the Charterers on demand by the Owners. Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Hire Period applicable to that Unpaid Sum but will remain immediately due and payable.

(i) ***Hire payment obligation to survive termination*** In the event that this Charter is terminated for whatever reason, the Charterers' obligation to pay Hire and such other Unpaid Sum which (in each case) has accrued due before, and which remains unpaid, at the date of such termination shall continue notwithstanding such termination.

(j) ***Illegality*** In the event that it becomes unlawful or it is prohibited for the Owners to charter the Vessel to the Charterers pursuant to this Charter, then the Owners shall notify the Charterers of the relevant event and negotiate in good faith with the Charterers for a period of thirty (30) days from the date of the receipt of the relevant notice by the Charterers to agree an alternative. If such agreement is not reached within such thirty (30)-day period, the Parties agree that, in such circumstances, the Owners shall have the right to terminate this Charter by delivering to the Charterers a Termination Notice specifying a Termination Payment Date, whereupon the Charterers shall be obliged to pay to the Owners the Termination Sum in accordance with paragraph (d) (*Payment of Termination Sum*) of Clause 52 (*Termination Events*) and comply with such other terms and conditions as may be specified in such Termination Notice, and, for the avoidance of doubt, paragraph (f) (*Transfer of Title*) of Clause 52 (*Termination Events*) shall apply.

(k) ***Break Costs*** The Charterers shall, within three (3) Business Days of the Owners' demand, pay to the Owners the Break Costs.

(l) ***Certificates and determinations*** Any certification or determination by the Owners of a rate or amount under any Transaction Document is, in the absence of fraud or manifest error, conclusive evidence of the matters to which it relates.

(m) ***Day count convention*** Any Hire, interest, commission or fee accruing under an Transaction Document will accrue from day to day and is calculated on the basis of the actual number of days that will elapse or have elapsed and a year of 360 days (or, where the amount is payable in a currency other than US Dollars, such period as is customary for such currency).

(n) ***Unavailability of Term SOFR***

(A) If no Term SOFR is available for three (3) months, the applicable Reference Rate shall be the Interpolated Term SOFR.

(B) If paragraph (A) above applies but it is not possible to calculate the Interpolated Term SOFR, the applicable Reference Rate shall be the Historic Term SOFR.

(C) If paragraph (B) above applies but no Historic Term SOFR is available, the applicable Reference Rate shall be the Interpolated Historic Term SOFR.

(o) ***Market disruption*** If before close of business in Shanghai on the Variable Hire Determination Date for the relevant Hire Period, (1) no Reference Rate is available or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance would be in excess of the Market Disruption Rate, then Clause 40(p) (*Cost of funds*) shall apply to the Cost Balance for the relevant Hire Period.

(p) ***Cost of funds***

(i) If this Clause 40(p) applies for any Hire Period, then the Applicable Rate on the Cost Balance for that Hire Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event before the first day of that Hire Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Cost Balance and if such rate is less than zero then it shall be deemed to be zero.

(ii) If this Clause 40(p) applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Applicable Rate.

(iii) Any alternative basis agreed pursuant to sub-paragraph (ii) above shall be binding on all Parties.

(iv) If an alternative basis is not agreed pursuant to sub-paragraph (ii) above, the Applicable Rate shall continue to be determined in accordance with sub-paragraph (i) above.

41. Increased Costs

(a) ***Increased Costs*** Subject to paragraph (c) (*Exceptions*) below, the Charterers shall, within three (3) Business Days of a demand by the Owners, pay to the Owners the amount of any Increased Costs incurred by the Owners or any of the Owners' Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation;

(ii) compliance with any law or regulation made after the Original Charter Date; or

(iii) the implementation or application of or compliance with Basel III, CRR or CRD IV or any other law or regulation which implements Basel III, CRR or CRD IV (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

In this Charter:

(i) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

(ii) "**CRD IV**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended, supplemented or restated.

(iii) "**CRR**" means Regulation EU No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation EU No 648/2012, as amended, supplemented or restated.

(iv) "**Increased Costs**" means:

(A) a reduction in the rate of return from the Hire or on the Owners' (or any of the Owners' Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Transaction Document,

which is incurred or suffered by the Owners or any of the Owners' Affiliates to the extent that it is attributable to the Owners or any of the Owners' Affiliates having entered into any Transaction Document or funding or performing its obligations under any Transaction Document.

(b) ***Increased Cost claims***

(i) The Owners shall promptly notify the Charterers of any claim arising from paragraph (a) (*Increased Costs*) above and of the event giving rise to such claim.

(ii) The Owners shall, as soon as practicable after having made a demand in respect of such claim, provide a certificate confirming the amount of their Increased Costs.

(c) ***Exceptions*** Paragraph (a) (*Increased Costs*) above does not apply to the extent that any Increased Cost is:

(i) compensated for by a payment made under sub-paragraph (g)(ii)(C) (*All payments free from deductions*) of Clause 40 (*Hire*);

(ii) compensated for by a payment made under Clause 60 (*Stamp duties*);

(iii) attributable to a FATCA Deduction required to be made by either Party, an Obligor or a Finance Party (if applicable);

(iv) attributable to the wilful breach by the Owners (or an Affiliate of the Owners) of any law or regulation; or

(v) attributable to the implementation or application of, or compliance with, the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the Original Charter Date (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

42. Insurance

(a) ***Charterers' obligation to place insurance*** During the Agreement Term, the Charterers shall at their expense keep the Vessel insured against fire and marine risks (including, without limitation, hull and machinery and excess risks), oil pollution liability risks, war (including, if applicable, "War Risks" as defined in paragraph (a) of Clause 26 (*War*)) and protection and indemnity risks (and any risks against which it is compulsory to insure for the operation for the Vessel):

(i) in US Dollars; and

(ii) in such market and on such terms as the Owners shall approve in writing, such approval not to be unreasonably withheld;

(b) ***Beneficiaries of insurances*** Such insurances shall be arranged by the Charterers to protect the interests of the Owners, the Charterers and (if any) the Finance Parties, and the Charterers shall be at liberty to protect under such insurances the interests of any Approved Manager and the interest of any other named assured or co-assured if the interest of such Approved Manager, other named assured or co-assured is limited:

(i) in respect of any insurances for hull and machinery and war risks:

(A) to any provable out-of-pocket expenses that they have incurred and which form part of any recoverable claim on underwriters; and

(B) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any such claims made specifically against them); and

(ii) in respect of any insurances for protection and indemnity risks, to any recoveries they are entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against them,

(c) ***Scope of insurance*** The policies of Insurance shall cover the Owners, the Charterers and (if any) the Finance Parties according to their respective interests. Subject to the approval of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

(d) ***Repairs etc. not covered by Insurances*** The Charterers shall also remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the Insurance and/or not exceeding any possible franchise(s) or deductibles provided for in the Insurance.

(e) ***H&M and war risks coverage*** The Charterers shall arrange that, at any time during the Agreement Term, the hull and machinery and war risks insurance (including increased value insurance) shall be:

(i) in an amount not less than the greater of:

(A) one hundred and twenty per cent. (120%) of the then current Cost Balance; and

(B) one hundred and twenty per cent. (120%) of the latest Fair Market Value of the Vessel ascertained prior to such time;

(ii) effected through internationally reputable insurer(s) or underwriter(s) approved by the Owners; and

(iii) on industry standard terms applicable at the time or otherwise on terms acceptable to the Owners.

(f) ***Protection and indemnity coverage*** The Vessel shall be entered in a protection and indemnity association which is a member of the International Group of P&I Clubs (the "**IG**") on customary terms and shall (i) include freight, demurrage and defence insurances and (ii) be covered against liability for pollution claims in an amount not less than one thousand million US Dollars (US$1,000,000,000) or the maximum amount of cover from time to time provided by members of the IG (if such maximum amount of cover is higher than one thousand million US Dollars (US$1,000,000,000)). The Charterers may only place protection and indemnity cover with a captive insurance company or any protection and indemnity association which is not a member of the IG if (A) prior written approval from the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) is obtained and (B) all of the documents required by the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) are provided to the satisfaction of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)). All insurances shall include customary protection in favour of the Owners and (if any) the Finance Parties such as notice of cancellation and exclusion from liability for premiums or calls.

(g) ***Placing of Insurances and named assureds*** Without prejudice to paragraph (e) (*H&M and war risks coverage*) and paragraph (f) (*Protection and indemnity coverage*) above, the Charterers undertake to place the Insurances in such markets, in such currency and on such terms and conditions as are customary for owners of similar tonnage, and (unless any Insurances are placed directly and not through a broker) with an Approved Insurance Broker or such other first class and reputable brokers as the Owners shall have approved in writing.

(h) ***No alteration to terms of Insurances and supply of information*** The Charterers shall not materially alter the terms of any of the Insurances nor allow any person to be co-assured under any of the Insurances without the prior written consent of the Owners. The Charterers shall, (A) no later than ten (10) days before the proposed date of delivery under this Charter, and (B) at any other time upon request of the Owners, supply the Owners with such information as the Owners may in their discretion require with regard to the Insurances (including, without limitation, the main terms of the Insurances) and the brokers, underwriters or associations through or with which the Insurances are placed.

(i) ***Insurance reports*** The Charterers shall:

(i) reimburse the Owners on demand all costs and expenses incurred by the Owners in obtaining from time to time a report on the adequacy of the Insurances from an insurance adviser instructed by the Owners; and

(ii) procure that there is delivered to such insurance adviser all such information in relation to the Insurances as such insurance adviser may require.

(j) ***Payment of premiums etc.*** The Charterers undertake duly and punctually to pay all premiums, calls and contributions, and all other sums at any time payable in connection with the Insurances, and, at their own expense, to arrange and provide any guarantees from time to time required by any underwriters, protection and indemnity or war risks association. From time to time at the Owners' request, the Charterers will provide the Owners with (i) copies of all invoices issued by the brokers, underwriters or associations in respect of such premiums, calls, contributions and other sums, and (ii) evidence satisfactory to the Owners that such premiums, calls, contributions and other sums have been duly and punctually paid; that any such guarantees have been duly given; and that all declarations and notices required by the terms of any of the Insurances to be made or given by or on behalf of the Charterers to brokers, underwriters or associations have been duly and punctually made or given.

(k) ***Compliance with Insurances*** The Charterers will comply in all respects with all terms and conditions of the Insurances and will make all such declarations to brokers, underwriters and associations as may be required to enable the Vessel to operate in accordance with the terms and conditions of the Insurances. The Charterers will not do, nor permit to be done, any act, nor make, nor permit to be made, any omission, as a result of which any of the Insurances may become liable to be suspended, cancelled or avoided, or may become unenforceable, or as a result of which any sums payable under or in connection with any of the Insurances may be reduced or become liable to be repaid or rescinded in whole or in part. In particular, but without limitation, the Charterers will not permit the Vessel to be employed other than in conformity with the Insurances without first taking out additional insurance cover in respect of that employment in all respects to the satisfaction of the Owners, and the Charterers will promptly notify the Owners of any new material requirement imposed by any broker, underwriter or association in relation to any of the Insurances.

(l) ***Renewal of Insurances*** The Charterers will, no later than ten (10) days before the expiry of any of the Insurances renew them and shall, no later than ten (10) days before the expiry of any of the Insurances, give the Owners and, if applicable, the Finance Parties such details of those renewals as the Owners and, if applicable, the Finance Parties may require.

(m) ***Delivery of documents relating to Insurances*** The Charterers shall:

(i) deliver to the Owners and, if applicable, the Finance Parties, certified copies (and, if required by the Owners and/or (if applicable) any Finance Parties, the originals) of all policies, certificates of entry (endorsed with the appropriate notices of assignment and loss payable clauses as may be required by the Owners and, if applicable, the Finance Parties from time to time) and other documents relating to the Insurances (including, without limitation, receipts for premiums, calls or contributions);

(ii) procure that a loss payable clause (substantially in the form attached to the Charterers' Assignment) or, in the case of entries in a protection and indemnity association, a note of the Owners' interest in such form as the Owners may approve, shall be endorsed on or attached to the policies, cover notes or certificates of entry relating to the Insurances; and

(iii) procure that letters of undertaking (in such form as the Owners and, if applicable, the Finance Parties may approve) shall be issued to the Owners and, if applicable, the Finance Parties by the brokers, underwriters or associations through which the Insurances are placed (or, in the case of protection and indemnity or war risks associations, by their managers);

(n) ***Fleet cover*** If the Vessel is at any time during the Agreement Term insured under any form of fleet cover, the Charterers shall procure that those letters of undertaking contain confirmation that the brokers, underwriters or association (as the case may be) will not set-off claims relating to the Vessel against premiums, calls or contributions in respect of any other vessel or other insurance, and that the insurance cover of the Vessel will not be cancelled by reason of non-payment of premiums, calls or contributions relating to any other vessel or other insurance. Failing receipt of those confirmations, the Charterers will instruct the brokers, underwriters or association concerned to issue a separate policy or certificate for the Vessel in the sole name of the Charterers or of the Charterers' brokers as agents for the Charterers.

(o) ***Provision of information on casualty, accident or damage*** The Charterers shall promptly provide the Owners and, if applicable, the Finance Parties with full information regarding any casualty or other accident or damage to the Vessel including, without limitation, any communication with all parties involved in case of a claim under any of the Insurances.

(p) ***Step-in rights of Owners and Finance Parties*** The Charterers agree that, on and at any time after the occurrence of a Termination Event which is continuing, the Owners and, if applicable, the Finance Parties shall be entitled to:

(i) collect, sue for, recover and give a good discharge for all claims in respect of any of the Insurances;

(ii) pay collecting brokers the customary commission on all sums collected in respect of those claims;

(iii) compromise all such claims or refer them to arbitration or any other form of judicial or non-judicial determination; and

(iv) otherwise deal with such claims in such manner as the Owners and, if applicable, the Finance Parties shall in their discretion think fit.

(q) ***Total loss insurance proceeds*** Whether or not a Termination Event shall have occurred, the proceeds of any claim under any of the Insurances in respect of a Total Loss shall be paid and applied in accordance with Clause 57 (*Total Loss*).

(r) ***Payment of insurance proceeds***

(i) The Owners agree that any amounts which may become due under any protection and indemnity entry or insurance shall be paid to the Charterers to reimburse the Charterers for, and in discharge of, the loss, damage or expense in respect of which they shall have become due, unless, at the time the amount in question becomes due, a Termination Event shall have occurred and is continuing, in which event the Owners shall be entitled to receive the amounts in question and to apply them either:

(A) in reduction of the Termination Sum owed by the Charterers pursuant to paragraph (d) of Clause 52 (*Termination Events*); or

(B) at the option of the Owners, to the Charterers and/or other third parties in discharge of the liability in respect of which they were paid.

(ii) Without prejudice to the forgoing and subject to the terms of the Finance Documents (if any), all other claims in relation to the Insurances (other than in respect of a Total Loss), shall, unless and until the occurrence of a Termination Event which is continuing, in which event all claims under the relevant policy shall be payable directly to the Owners, be payable as follows:

(A) a claim in respect of any one casualty where the aggregate claim against all insurers does not exceed the Major Casualty Amount, prior to adjustment for any franchise or deductible under the terms of the relevant policy, shall be paid directly to the Charterers (as agent for the Owners) for the repair, salvage or other charges involved or as a reimbursement if the Charterers fully repaired the damage to the satisfaction of the Owners and paid all of the salvage or other charges; or

(B) a claim in respect of any one casualty where the aggregate claim against all insurers exceeds the Major Casualty Amount prior to adjustment for any franchise or deductible under the terms of the relevant policy shall, subject to the prior written consent of the Owners, be paid to the Charterers as and when the Vessel is restored to her former state and condition and the liability in respect of which the insurance loss is payable is discharged, and provided that the insurers may with such consent make payment on account of repairs in the course of being effected but, in the absence of such prior written consent shall be payable directly to the Owners.

(s) ***Settlement, compromise or abandonment of claims*** The Charterers shall not settle, compromise or abandon any claim under or in connection with any of the Insurances (other than a claim of less than the Major Casualty Amount arising other than from a Total Loss) without the prior written consent of the Owners and, if applicable, the Finance Parties.

(t) ***Owners' rights to maintain Insurances*** If the Charterers fail to effect or keep in force the Insurances, the Owners may (but shall not be obliged to) effect and/or keep in force such insurances on the Vessel and such entries in protection and indemnity or war risks associations as the Owners in their discretion consider desirable, and the Owners may (but shall not be obliged to) pay any unpaid premiums, calls or contributions. The Charterers will reimburse the Owners from time to time on demand for all such premiums, calls or contributions paid by the Owners, together with interest calculated in accordance with paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the date of payment by the Owners until the date of reimbursement.

(u) ***Environmental protection issues*** The Charterers shall comply strictly with the requirements of any legislation relating to pollution or protection of the environment which may from time to time be applicable to the Vessel in any jurisdiction in which the Vessel shall trade and in particular the Charterers shall comply strictly with the requirements of the United States Oil Pollution Act 1990 (the "**Act**") if the Vessel is to trade in the United States of America and Exclusive Economic Zone (as defined in the Act). Before any such trade is commenced and during the entire period during which such trade is carried on, the Charterers shall:

(i) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to the Charterers for the Vessel in the market;

(ii) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association in order to maintain such cover, and promptly deliver to the Owners copies of such declarations;

(iii) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly deliver to the Owners copies of reports made in respect of such surveys;

(iv) implement any recommendations contained in the reports issued following the surveys referred to in sub-paragraph (u)(iii) above within the shorter of (x) the relevant time limits contained in such reports, or (y) ten (10) Business Days, and provide evidence satisfactory to the Owners that the protection and indemnity insurers are satisfied that this has been done; and

(v) in addition to the foregoing (if such trade is in the United States of America and Exclusive Economic Zone):

(A) obtain and retain a certificate of financial responsibility under the Act in form and substance satisfactory to the United States Coast Guard and provide the Owners with evidence of the same;

(B) procure that the protection and indemnity insurances do not contain a US Trading Exclusion Clause or any other analogous provision and provide the Owners with evidence that this is so; and

(C) comply strictly with any operational or structural regulations issued from time to time by any relevant authorities under the Act so that at all times the Vessel falls within the provisions which limit strict liability under the Act for oil pollution.

(v) ***Mortgagees' Interest Insurance*** Any Finance Party shall be at liberty to take out a Mortgagees' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as that Finance Party may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners or such Finance Party for all costs, premiums and expenses paid or incurred by the Owners or that Finance Party in connection with any Mortgagees' Interest Insurance, but only to the extent corresponding to a Mortgagees' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(w) ***Innocent Owners' Interest Insurance*** The Owners shall be at liberty to, at any time during the Agreement Term, take out an Innocent Owners' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with any Innocent Owners' Interest Insurance, but only to the extent corresponding to an Innocent Owners' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(x) ***Cooperation by the Charterers*** The Charterers agree and undertake that:

(i) in the event that the Charterers receive any payment in relation to the Insurances in contravention of this Charter, the Charterers will hold such payment on trust and on behalf of the Owners;

(ii) the Charterers will not refuse, withhold (or otherwise delay giving) consent to the payment of any amount which becomes payable to the Owners under the Insurances (to the extent that such payment is payable to the Owners in accordance with terms of this Charter);

(iii) at the request of the Owners and at the cost of the Charterers, place any other market standard insurance as may be requested by the Owners and/or the Finance Parties (if any);

(iv) from time to time on the written request of the Owners, the Charterers will promptly execute and deliver to the Owners all documents which the Owners may require for the purpose of obtaining any payment in relation to the Insurances (to the extent that such payment is payable to the Owners in accordance with the terms of this Charter).

(y) ***Freight, demurrage and defence*** To the extent not already covered under the Vessel's Insurances, the Owners shall be at liberty to, in relation to the Vessel, take out freight, demurrage and defence cover on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with such cover.

43. Inspection

(a) ***Owners' right to inspect*** For so long as no Termination Event has occurred and is continuing, the Owners shall exercise the inspection rights under Clause 8 (*Inspection*):

(i) no more than once per calendar year on such date as the Owners may determine (and not at all if during a calendar year the Vessel is inspected pursuant to paragraph (c) (*Inspection during dry-docking*) below);

(ii) during normal business hours and upon written notice; and

(iii) so as not to disrupt the commercial operation of the Vessel, and, in each case, the Charterers must grant or procure that the Owners and/or their representatives are given access to the Vessel, **provided that** the above shall not apply upon the occurrence of a Termination Event and the Owners shall, in such event, be entitled to inspect or survey or instruct a duly authorised surveyor to carry out such survey of the Vessel on their behalf at any time after the occurrence of a Termination Event.

(b) ***Inspection costs generally*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with Clauses 8 (*Inspection*) and paragraph (a) (*Owners' right to inspect*) above shall be for the account of the Charterers.

(c) ***Inspection during dry-docking*** The Charterers must give the Owners not less than one (1) month's prior notice of any scheduled dry-docking of the Vessel to be performed during the Charter Period, and must:

(i) permit and/or procure permission for, the Owners and/or any person designated by the Owners to inspect and survey the Vessel during such dry-docking (so long as such inspection is during normal business hours, is upon written notice and does not disrupt the dry-docking of the Vessel); and

(ii) provide, or procure the provision of, proper facilities for such inspection.

(d) ***Inspection costs during dry-docking*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with paragraph (c) (*Inspection during dry-docking*) above shall be for the account of the Charterers.

(e) ***No liability upon Owners regarding inspection*** The Owners shall not:

(i) have any duty or liability to make any visit, inspection or survey pursuant to this Charter; or

(ii) incur any liability or obligations by not making any inspection or have any liability arising out of any visit, inspection or survey.

44. Redelivery

Upon:

(a) the occurrence of any Termination Event which is continuing and if the Owners decide to withdraw the Vessel from the service of the Charterers pursuant to paragraph (c) of Clause 52 (*Owners' options after occurrence of Termination Event*); or

(b) the Owners deliver a Termination Notice to the Charterers under paragraph (j) of Clause 40 (*Hire*) but the Charterers fail to pay the relevant Termination Sum on the Termination Payment Date; or

(c) the expiry of the Agreed Charter Period (and subject to no Total Loss having occurred, no Purchase Option being exercised and no Purchase Obligation being fulfilled), the Charterers shall, at their own cost and expense, redeliver or cause to be redelivered the Vessel to the Owners at a safe, ice free port where the Vessel would be afloat at all times in a ready safe berth or anchorage, in accordance with Clauses 15 (*Redelivery*) (Part II), 45 (*Redelivery conditions*) and 46 (*Survey on redelivery*).

If the Vessel is to be redelivered pursuant to paragraph (b) above, the Charterers shall give the Owners not less than ninety (90) running days' preliminary notice of expected date of redelivery and not less than seven (7) running days' definite notice of expected date of redelivery and port of redelivery.

45. Redelivery conditions

(a) ***Redelivery conditions*** In addition to what has been agreed in Clauses 15 (*Redelivery*) (Part II) and 44 (*Redelivery*), the condition of the Vessel shall at redelivery be as follows:

(i) the Vessel shall be free of any class conditions, recommendations and/or statutory breaches affecting the validity of its trading certificates;

(ii) the Vessel must be redelivered with all equipment and spares or replacement items which were on board at the time of the delivery under the MOA (save for any spare part or spare equipment which has been consumed in the course of operating the Vessel) and transferred to the Owners pursuant to the MOA and the log book (or a certified copy if the original cannot be provided) and other technical documentation which may be in the Charterers' possession shall promptly be forwarded to the Owners at the Charterers' expense;

(iii) the Vessel must be redelivered with all national and international trading certificates and hull/machinery survey positions for both class and statutory surveys free of any recommendation and qualifications valid and un-extended for a period of at least three (3) months beyond the redelivery date.

(iv) the Vessel shall have passed any flag or class surveys or inspections due within three (3) months after the date of redelivery and have its continuous survey system up to date;

(v) the Vessel shall be free and clear of all liens; and

(vi) without prejudice to any of the foregoing, the Vessel shall be in the same or as good structure, state, condition and class as she was when she was delivered to the Charterers under this Charter on the Actual Delivery Date, fair wear and tear excepted.

(b) ***Obligation to pay Hire to continue*** Unless and until such time as the Termination Sum is paid by the Charterers to the Owners in accordance with the terms of this Charter, the Charterers shall continue to pay Hire in accordance with the terms of this Charter.

46. Survey on redelivery

If the Vessel is not sold or transferred in accordance with this Charter (including pursuant to the exercise of a Purchase Option or fulfilment of the Purchase Obligation or any other reason whatsoever), and provided that it has not become a Total Loss, the Owners shall be entitled to appoint (at the cost of the Charterers) one independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel at redelivery. If the Vessel is not in the condition or does not meet the performance criteria required by Clause 45 (*Redelivery conditions*), a list of deficiencies together with the costs of repairing/remedying such deficiencies shall be prepared by the surveyor and the Charterers shall be obligated to, at their costs, repair/remedy all deficiencies identified in such list prior to redelivery.

47. Owners' mortgage

(a) ***Owners' funding arrangements*** The Charterers:

(i) acknowledge that the Owners may enter into certain funding arrangements with the Finance Parties in order to finance part of the Actual Owners' Costs, which funding arrangements may be secured, inter alia, by ship mortgages over the Vessel and (along with other related matters) the relevant Finance Documents **provided that** simultaneously with the Owners' execution of any such ship mortgages, the relevant Finance Parties shall issue a Quiet Enjoyment Letter in favour of the Charterers;

(ii) irrevocably consent to any assignment in favour of the Finance Parties of the Charterers' rights, title, interests and benefits in and to the Insurances, Earnings, Requisition Compensation, any Transaction Documents in favour of the Finance Parties pursuant to the relevant Finance Documents; and

(iii) without limiting the generality of paragraph (p) (*Further assurance (Finance Parties)*) of Clause 49 (*Charterers' undertakings*), undertake to promptly execute, provide or procure the execution or provision (as the case may be) of such further information or document as in the opinion of the Owners and/or the Finance Parties are necessary to effect the assignment referred to in sub-paragraph (ii) above and any assignment (by way of security) by the Owners of its rights in the Transaction Documents in favour of any Finance Party.

(b) ***Owners' right to assign*** Without prejudice to paragraph (a) (*Owners' funding arrangements*) of this Clause 47 (*Owners' mortgage*) or any other provisions in this Charter, the Owners may assign (by way of security) their rights under any Transaction Document to a Finance Party without the prior written consent of the Charterers.

48. Charterers' representations and warranties

(a) The Charterers make the representations and warranties set out in this Clause 48 to the Owners on the Effective Date:

(i) ***Status*** each Obligor:

(A) is a company or corporation (as applicable), duly incorporated in good standing and validly existing under the laws of its jurisdiction of incorporation; and

(B) has the power to own its assets and carry on its business as it is being conducted;

(ii) ***Binding obligations*** the obligations expressed to be assumed by each Obligor in the Transaction Documents to which it is a party are legal, valid, binding and enforceable obligations;

(iii) ***Non-conflict with other obligations*** the entry into and performance by each Obligor of, and the transactions contemplated by, the Transaction Documents to which it is a party do not and will not conflict with:

(A) any law or regulation applicable to it;

(B) its constitutional documents; or

(C) any material agreement or instrument binding on it or any of its assets;

(iv) ***Power and authority*** each Obligor has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated thereunder;

(v) ***Validity and admissibility in evidence*** all Authorisations required:

(A) to enable each Obligor to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(B) to make each Transaction Document to which each Obligor is a party admissible in evidence in its Relevant Jurisdiction;

(C) for each Obligor to carry on its business; and

(D) to enable each relevant Obligor to create the Security Interest to be created by it under any Security Document to which it is a party and to ensure that such Security Interest has the priority and ranking it is expressed to have, have been obtained or effected and are in full force and effect;

(vi) ***Governing law and enforcement***

(A) the choice of English law as the governing law of the Transaction Documents (other than the Account Charge) and the choice of Singapore law as governing law of the Account Charge will be recognised and enforced in the Relevant Jurisdiction of each Obligor; and

(B) any arbitral award granted in relation to any Transaction Document will be recognised and enforced in the Relevant Jurisdiction of each relevant Obligor and in the jurisdiction where any asset of such Obligor (which asset is subject to such arbitral award) is situated;

(vii) ***Deduction of Tax*** it is not required under the laws of any Relevant Jurisdiction of any Obligor to make any deduction for or on account of Tax from any payment any Obligor may make under any Transaction Document (including a FATCA Deduction);

(viii) ***No filing or stamp taxes*** under the laws of each Relevant Jurisdiction of each Obligor, it is not necessary that any Transaction Document to which such Obligor is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation thereto or the transactions contemplated thereby;

(ix) ***No Potential Termination Event***

(A) no Potential Termination Event or Termination Event is continuing or might be expected to result from any Obligor's entry into, or performance of the transactions contemplated by any Transaction Document to which such Obligor is a party; and

(B) no other event or circumstance is outstanding which constitutes a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any of such Obligor's Subsidiaries or to which such Obligor's (or any of such Obligor's Subsidiaries') assets are subject and which might have a Material Adverse Effect;

(x) ***No misleading information***

(A) any factual information provided by or on behalf of the Charterers to the Owners was true and accurate in all material respects as at the date it was provided or as the date (if any) at which such information was stated;

(B) nothing has occurred or been omitted from the information so provided and no information has been given by or on behalf of the Charterers or withheld that results in the information provided by or on behalf of the Charterers being untrue or misleading in any material respect; and

(C) any financial projections provided by each relevant Obligor or on its behalf and delivered to the Owners in connection with this Charter have been prepared on the basis of most recent historical information and on the basis of reasonable and lawful assumptions.

(xi) ***Copies of Project Documents*** the copies of the Project Documents provided by the Charterers to the Owners in accordance with Clause 36 (*Conditions precedent*) are true and accurate copies of the originals and represent the full agreement between the parties to those Project Documents in relation to the subject matter of those Project Documents and there are no commissions, rebates, premiums or other payments due or to become due in connection with the subject matter of those Project Documents other than in the ordinary course of business or as disclosed to, and approved in writing by, the Owners.

(xii) ***Financial statements*** in relation to the Original Financial Statements:

(A) the Original Financial Statements were prepared in accordance with GAAP consistently applied;

(B) the Original Financial Statements give a true and fair view and represent the consolidated financial condition of the Guarantor and the Charterers and their respective operations during the relevant financial year save to the extent expressly disclosed in such financial statements; and

(C) there has been no material adverse change in the business or financial condition of the Guarantor or the Charterers since the date on which the relevant Original Financial Statements were drawn up;

(xiii) ***Pari passu ranking*** the payment obligations of each Obligor under each Transaction Document to which it is a party rank at least *pari passu* with the claims of all other unsecured and unsubordinated creditors of such Obligor, except for obligations mandatorily preferred by law applying to companies generally;

(xiv) ***No proceedings pending or threatened*** no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of the Charterers' knowledge) been started or threatened which, if adversely determined, might be expected to have a material adverse effect on the business, assets, financial condition or creditworthiness of any Obligor;

(xv) ***No immunity*** none of the Obligors nor any of its assets has any right to immunity from set-off, legal proceedings, attachment prior to judgment, other attachment or execution of judgment on the grounds of sovereign immunity or otherwise;

(xvi) ***Tax compliance and no tax claims:*** each Obligor has complied with all Tax laws and regulations applicable to it and its business and there are no tax claims commenced or threatened to commence against any Obligor;

(xvii) ***No insolvency*** none of the Obligors is insolvent or in liquidation or administration or subject to any other formal or informal insolvency procedure, and no receiver, administrative receiver, administrator, liquidator, trustee or analogous officer has been appointed in respect of the Charterers or all or any part of their assets;

(xviii) ***No breach of AML Laws*** none of the Obligors is, or will be, directly or indirectly, and whether knowingly or otherwise, involved in any transaction (including any sale and leaseback transaction):

(A) which is contrary to any AML Laws; or

(B) the proceeds of which have been used for any purpose that would breach any anti-bribery or anti-corruption legislation in jurisdictions in which any Obligor conduct its business;

(xix) ***No Restricted Party*** none of the Obligors is a Restricted Party, nor have they or any of their directors, or officers received notice or are aware of any claim, action, suit, proceeding or investigation against them with respect to Sanctions by a Sanctions Authority; and

(xx) ***Authorised signatories*** Any person specified as an authorised signatory of each Obligor under any Transaction Documents is duly authorised to sign all documents and notices on its behalf.

(b) Each representation and warranty in sub-paragraphs (a)(i) (*Status*) to (a)(v) (*Validity and admissibility in evidence*), (a)(x) (*No misleading information*) to (a)(xv) (*No immunity*) and (a)(xviii) (*No breach of AML Laws*) to (a)(xix) (*No Restricted Party*) above is deemed to be repeated by the Charterers by reference to the facts and circumstances then existing on each Hire Payment Date.

49. Charterers' undertakings

The Charterers hereby undertake to the Owners that they will comply in full and procure compliance (where applicable) with the following undertakings throughout the Agreement Term:

(a) ***Corporate status*** each Obligor will maintain its corporate existence as a body corporate duly organised and validly existing under the laws of its jurisdiction of incorporation;

(b) ***Authorisations*** each Obligor shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Owners of,

any Authorisation required by any applicable law to enable it to perform its obligations under the Transaction Documents to which it is a party, and to ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document;

(c) ***Compliance with laws*** each Obligor shall comply in all respects with all laws in all material respects to which it may be subject in its jurisdiction of incorporation, the Approved Flag State (or such other flag state as the Owners may consent to in writing) and any jurisdiction in which the Vessel is employed, if failure so to comply would have a Material Adverse Effect;

(d) ***Manager's Undertaking*** the Charterers shall procure that each Approved Manager shall enter into a Manager's Undertaking;

(e) ***Negative pledge*** the Charterers must not create or allow to exist any Security Interest (other than a Permitted Security Interest) on any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(f) ***Disposals*** the Charterers shall not enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(g) ***Merger*** the Charterers shall not enter into any amalgamation, merger, demerger or corporate restructuring which would result in a Material Adverse Effect and shall procure that the Guarantor shall not enter into any merger which would result in a Material Adverse Effect.

(h) ***Change in control or ownership of the Charterers*** the Charterers shall procure that, except with the prior written consent of the Owners, no Change of Control Event shall occur;

(i) ***Intentionally left blank***

(j) ***Intentionally left blank***

(k) ***Financial statements*** the Charterers will supply or cause to be supplied to the Owners:

(i) as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each financial year of each of the Guarantor and the Charterers, the audited consolidated financial statements of the Guarantor and the unaudited financial statements of the Charterers for that financial year in English language;

(ii) as soon as the same become available, but in any event within ninety (90) days after the end of each financial half-year of each of the Guarantor and the Charterers, the unaudited semi-annual consolidated financial statements of each of the Guarantor and the Charterers for that financial half-year.

(l) ***Requirements as to financial statements*** the Charterers shall procure that:

(i) each set of financial statements delivered by the Charterers pursuant to paragraph (l) (*Financial statements*) above in relation to the Charterers and the Guarantor (each a "**Notifying Party**") shall be giving a true and fair view of the financial condition and operations of that Notifying Party as at the date at which, and for the period in relation to which those financial statements were drawn up; and

(ii) each set of financial statements delivered pursuant to paragraph (l) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the relevant Original Financial Statements unless, in relation to any set of financial statements, they notify the Owners that there has been a change in GAAP or financial reference periods and their auditors deliver to the Owners:

(1) a description of any change necessary for those financial statements to reflect GAAP and financial reference periods upon which the relevant Original Financial Statements were prepared; and

(2) sufficient information, in form and substance as may be required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the relevant Original Financial Statements.

(m) ***Compliance Certificate*** concurrently with the delivery of each set of the annual financial statements and the semi-annual financial statements in accordance with paragraph (l) (*Financial statements*) above, the Charterers shall deliver to the Owners a Compliance Certificate signed by one director of the Guarantor, certifying that, as at the date of such financial statements:

(i) the Guarantor is in compliance with the covenants and undertakings in Clause 50 (*Financial covenants*) (or if they are not in compliance, indicating the extent of the breach) and setting out the calculation of the covenants and undertakings in Clause 50 (*Financial covenants*); and

(ii) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of such Compliance Certificate or, if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

(n) ***Notifications: miscellaneous*** the Charterers shall:

(i) notify the Owners as soon as the Charterers become aware of, and shall procure the Guarantor to notify the Owners as soon as the Guarantor is aware of, the occurrence of any Potential Termination Event or Termination Event (including, without limitation, any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) being cancelled, suspended or otherwise ceasing to be in full force and effect) and in each case, shall keep the Owners fully informed of all developments;

(ii) notify the Owners in writing promptly upon becoming aware of (A) any Environmental Claim against the Charterers (or any other person) which is current, or pending in relation to the Vessel or (B) any Environmental Incident or alleged Environmental Incident in relation to the Vessel;

(iii) notify the Owners in writing promptly upon becoming aware of any Project Document being terminated, repudiated, cancelled or otherwise ceasing to remain in full force and effect;

(iv)

(x) disclose, and use best endeavours to procure the Sub-Charterers to disclose, all information in relation to any Sub-Charter, including (but not limited to) the main commercial terms of such Sub-Charter, any information in relation to fulfilment by any Sub-Charterers of their obligations pursuant to the relevant Sub-Charter and any other information which the Owners may request; and

(y) without prejudice to the foregoing

(A) deliver or procure the delivery to the Owners of, the employment status in respect of the Vessel together with (if requested by the Owners) the details of such employment (including, without limitation, the relevant contract of employment) every six (6) months during the Charter Period;

(B) provide to the Owners upon their request, a performance report on the pool (in which the Vessel is entered) showing the profitability of the Charterers during the immediately preceding three months;

(v) upon request of the Owners, procure that the Account Bank provides to the Owners, written statements of account showing all entries made to the credit and debit of the Cash Security Account during the immediately preceding calendar month; and

(vi) upon request of the Owners, the Charterers will supply or cause to be supplied to the Owners, written information on the budget, the actual operating expense and overall performance and maintenance of the Vessel during the immediately preceding six months.

(o) ***Further assurance (Finance Parties)*** the Charterers will from time to time, do and perform such other and further acts and execute and deliver any and all such other agreements, instruments and documents as may be necessary for the Owners or the Finance Parties (as the case may be) to:

(i) maintain and protect the existing rights and remedies of the Owners and/or the Finance Parties (as the case may be); or

(ii) carry out and effect the intent and purpose of this Charter, the other Transaction Documents and any Finance Document;

(p) ***Cessation of business*** the Charterers shall not cease or threaten to cease to carry on all or, in the opinion of the Owners, any material part of the Charterers' business;

(q) ***Environmental matters*** the Charterers shall:

(i) comply with, and procure each Approved Manager to comply with, all Environmental Law applicable to and in relation to using and operating the Vessel;

(ii) obtain, maintain and ensure compliance with all applicable Environmental Approvals in relation to using and operating the Vessel; and

(iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to the use and operation of the Vessel;

(r) ***Compliance with international convention etc.*** the Charterers shall procure that the Charterers and each Approved Manager shall comply with all international conventions, codes and regulations (including, without limitation, the ISM Code (or any replacement thereof) and the ISPS Code (or any replacement thereof)) applicable to each of them respectively;

(s) ***No dealings with Restricted Party or breach of Sanctions*** the Charterers will not, and will not permit or authorise any other person to directly utilise or employ the Vessel or to use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Transaction Documents to fund any trade, business or other activities:

(i) with a Restricted Party; or

(ii) in any other manner that would result in any Obligor, any Approved Manager or the Owners (if applicable) being in breach of any Sanctions or becoming a Restricted Party;

(t) ***Change of business*** the Charterers shall not change the nature and scope of their business from that carried on at the Effective Date;

(u) ***Project Documents*** the Charterers shall:

(i) comply with all their obligations under the Project Documents to which they are a party, and will procure that each other party (where that party is a member of the Group) shall comply with its obligations under the Project Documents to which it is a party; and

(ii) except with the prior written consent of the Owners, the Charterers shall not, and shall use their best endeavours to procure that no other party (where that party is a member of the Group) shall, amend, cancel, vary, novate, supplement, supersede, waive or terminate any Project Document to which it is a party;

(v) ***Conditions subsequent*** The Charterers shall deliver or cause to be delivered to the Owners:

(i) to the extent that any certificate received by the Owners pursuant to paragraph (a)(viii) of Clause 36 (*Conditions precedent*) was in provisional form at the time of the receipt, the corresponding formal certificate as soon as possible after the Charterers' receipt of the same from the relevant persons, and in any event prior to the expiry of the validity period of such provisional certificate; and

(ii) within ten (10) Business Days from the Actual Delivery Date, letters of undertaking in respect of the Insurances as required by the Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners;

(w) ***Cash Security Account*** the Charterers shall:

(i) procure that at any time during the Agreement Term the Minimum Amount is retained in the Cash Security Account, free and clear of any costs, fees, expenses, disbursements, withholdings or deductions; and

(ii) *[intentionally left blank]*

(iii) ensure that during the Agreement Term no sum may be withdrawn from the Cash Security Account without the prior written consent of the Owners.

(x) ***Classification*** the Charterers shall ensure that the Vessel maintains the highest classification required for the purpose of the relevant trade of the Vessel which shall be with the Vessel's Classification Society, in each case, free from any overdue recommendations and conditions;

(y) ***Cargo exclusion*** the Charterers shall ensure that the Vessel is used for transporting cargo that is fit for the Vessel in accordance with the Vessel's specification, Insurances and recommendations from the Classification Society;

(z) ***Provision of information*** the Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Obligor with the terms of the Transaction Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time request;

(aa) ***Reduction of capital*** unless approved by the Owners, neither the Charterers nor the Guarantor shall redeem or purchase or otherwise reduce any of its equity or any issued shares or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner save for distributions permitted by the terms of this Charter;

(bb) ***Increase in capital*** the Charterers shall not issue shares or other equity interests to anyone;

(cc) ***Distributions and other payments*** following the occurrence of a Termination Event that is continuing, the Charterers shall not make, declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or *in specie*), including any interest and/or unpaid dividends, in respect of their equity or any issued shares or any warrants without the prior written consent of the Owners;

(dd) ***Sharing of Earnings*** except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not enter into any agreement or arrangement whereby the Earnings may be shared with any person (except under the Pool Agreement or with the other Obligors); and

50. Financial covenants

(a) ***Financial definitions*** For the purpose of this Clause 50, the following definitions shall apply:

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

"**Cash**" means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group which are deposited with any deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an "**Acceptable Bank**"),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Transaction Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Guarantor, is capable or, upon the occurrence of a Termination Event, would become capable of being paid without restriction to the Guarantor, within five (5) Business Days of its request or demand therefor either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Guarantor to that Subsidiary.

"**Cash Equivalents**" means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) which is issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Owners, in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Transaction Documents).

"**Credit Lines**" means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

"**Current Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

"**Minimum Liquidity**" means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

(b) ***Financial covenants*** The Charterers shall procure that the Guarantor will ensure that at all times during the Agreement Term:

(i) on a consolidated basis the Adjusted Equity shall at all times be no less than twenty-five per cent. (25%) of the aggregate of the Liabilities and Adjusted Equity;

(ii) on a consolidated basis the Adjusted Equity on the last day of any financial half-year shall at all times be no less than three hundred and fifty million US Dollars (US$350,000,000); and

(iii) on a consolidated basis, the Minimum Liquidity shall at all times be equal to or greater than sixty million US Dollars (US$60,000,000) of which thirty million US Dollars (US$30,000,000) may consist of Credit Lines.

(c) ***Financial testing***

(i) The financial covenants in this Clause 50 shall be tested by reference to each of the financial statements delivered pursuant to, as applicable, paragraph (l) (*Financial statements*) of Clause 49 (*Charterers' undertaking*) and/or each Compliance Certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertaking*).

(ii) Any amount in a currency other than US Dollars is to be taken into account at its US Dollar equivalent calculated on the basis of the relevant rates of exchange used by the Guarantor in, or in connection with, its financial statements for that period.

(iii) When calculating the financial covenants in this Clause 50, the effect of all transactions between members of the Group shall be eliminated to the extent not already netted out on consolidation.

(iv) No item may be credited or deducted more than once in any calculation under this Clause 50.

(d) ***Most favoured nation clause*** The Charterers shall procure that any financial covenants which are binding upon the Guarantor and which are more onerous than that set out under Clause 50(b)(ii) above and/or more favourable to the relevant creditor than those set out above shall automatically and immediately apply to this Charter. The Charterers shall procure that the Guarantor keeps the Owner informed of any such financial covenants.

51. Value maintenance clause

(a) ***Definitions*** In this Clause 51:

"**Test Date**" means 31 December of each calendar year during the Agreement Term.

"**Value Maintenance Ratio**" means the ratio (expressed as a percentage) of:

(i) the Fair Market Value of the Vessel plus any additional cash already deposited into the Owners' Account to restore the Value Maintenance Threshold pursuant to sub-paragraph (c)(ii)(A) below; to

(ii) the aggregate of the then current Cost Balance.

"**Value Maintenance Threshold**" means the ratio (expressed as a percentage) of one hundred and twenty-five per cent. (125%).

(b) ***Valuations***

(i) For the purposes of testing the Value Maintenance Ratio on a Test Date, the Fair Market Value shall be the arithmetic mean of (x) the valuation from the Valuation Report issued by an Approved Valuer designated by the Owners and (y) the valuation from the Valuation Report issued by an Approved Valuer designated by the Charterers provided to the Owners in accordance with the requirements under this Clause 51, ***provided that***:

(A) in the absence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of such Valuation Reports (issued at or about the same time) once every twelve (12) months during the Agreement Term and any additional Valuation Report shall be at the Owners' cost;

(B) upon the occurrence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of all Valuation Reports as may be required by the Owners (acting in their sole discretion); and

(C) if the lower valuation of the two Valuation Reports is less than ninety per cent. (90%) of the higher valuation of the two Valuation Reports, the Charterers shall at their cost obtain a third Valuation Report from a different Approved Valuer and the Fair Market Value shall be the arithmetic mean of the valuations from the two Valuation Reports which give the two closest valuations (or, if there are two sets of two closest valuations, from the two Valuation Reports which give the lowest valuations), ***provided further that*** if the Charterers fail to deliver any Valuation Report in accordance with the requirements under this Clause 51, the Owners shall be entitled to arrange each such Valuation Report at the Charterers' cost.

(ii) Each Valuation Report to be provided for the purpose of sub-paragraph (b)(i) above shall be issued by an Approved Valuer and delivered to the Owners no later than forty five (45) days after the relevant Test Date.

(iii) If an Approved Valuer determines that the Fair Market Value shall fall within a range, the valuation as determined by such Approved Valuer should be the lower value of such range.

(iv) Each valuation shall be provided by an Approved Valuer in US Dollars.

(c) ***Value Maintenance Ratio***

(i) The Owners may test the Value Maintenance Ratio on any Test Date in accordance with the methodology described in sub-paragraph (b) (*Valuations*) above.

(ii) If, after conducting testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is less than the Value Maintenance Threshold, then the Charterers shall, within thirty (30) days of the Owners' demand, undertake any of the following at the Charterers' option (but always subject to Owners' prior approval):

(A) provide cash collateral in the amount of the shortfall and deposit the same in the Owners' Account; or

(B) prepay such part of the Principal Hire in inverse order of maturity (or, if no Principal Hire is payable any more, to prepay such part of the Cost Balance) in the amount of the shortfall (together with any Break Costs or other associated costs, expenses or penalties) (it being understood and the Owners and the Charterers hereby agree and acknowledge that any amount prepaid in accordance with this sub-paragraph (B) shall, once so applied by the Owners, not be refundable in any circumstance whatsoever),

in each case for the purpose of and in order to restore the Value Maintenance Ratio to the Value Maintenance Threshold.

(iii) If, after testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is greater than one hundred and five per cent. (105%) of the Value Maintenance Threshold, the Owners shall notify the Charterers and, if the Charterers so request (and provided that no Termination Event and no Potential Termination Event has then occurred and is continuing), the Owners shall allow the release to the Charterers of such part of the cash collateral provided by the Charterers pursuant to sub-paragraph (c)(ii)(A) above, as shall reduce the Value Maintenance Ratio to one hundred and five per cent. (105%) of the Value Maintenance Threshold.

52. Termination Events

(a) ***Termination Events*** Each of the following events shall constitute a Termination Event:

(i) ***Non-payment*** any Obligor fails to pay on the due date any sum payable pursuant to the Transaction Document to which it is a party at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of its due date;

(ii) ***Specific covenants*** any Obligor fails duly to perform or comply with any of the obligations expressed to be assumed by or procured by the Charterers under any of Clause 42 (*Insurance*), Clause 49 (*Charterers' undertakings*) and Clause 50 (*Financial covenants*) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iii) ***Other obligations*** any Obligor does not comply with any provision of the Transaction Documents to which it is a party (other than those referred to in sub-paragraphs (a)(i) (*Non-payment*) and (a)(ii) (*Specific covenants*) above) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iv) ***Misrepresentation*** any representation or statement made or deemed to be made by any Obligor in or pursuant to a Transaction Document to which it is a party or any other document delivered by or on behalf of an Obligor under or in connection with any Transaction Document to which it is a party is or proves to have been incorrect or misleading in any material respect when made or repeated, or deemed to be made or repeated;

(v) ***Cross default***

(A) any Financial Indebtedness of the Charterers or any Related Charterers is not paid when due, taking into account any originally applicable grace period;

(B) any Financial Indebtedness of the Charterers is declared to be otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);

(C) any commitment for any Financial Indebtedness of the Charterers is cancelled or suspended by a creditor of the Charterers as a result of an event of default (however described); or

(D) any enforcement of any Security Interest over any assets of the Charterers in respect of any Financial Indebtedness,

provided that no Termination Event will occur under this sub-paragraph (a)(v) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within sub-paragraphs (A) to (D) above is equal to or less than the lesser of (1) ten million US Dollars (US$10,000,000) (or its equivalent in any other currency or currencies) and (2) the lowest threshold amount for any cross default stated in the current or future documents entered into by the Charterers or (as the case may be) the Related Charterers with their counterparties in order that the Owners shall be treated no less favourably than any of these counterparties (for the purpose of this Clause 52(a)(v), the Charterers shall keep the Owners advised of any threshold amount for any cross default which has been agreed in any such document);

(vi) ***Insolvency***

(A) either of the Charterers and the Guarantor:

(1) is unable or admits inability to pay its debts as they fall due;

(2) suspends making payments on any of its debts; or

(3) by reason of actual financial difficulties, commences and concludes negotiations with one or more of its creditors (excluding the Owners in their capacities as such) with a view to rescheduling any of its indebtedness; or

(B) a moratorium is declared in respect of any indebtedness of any of the Charterers and the Guarantor;

(vii) ***Insolvency proceedings*** any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, liquidation, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of either of the Charterers and the Guarantor other than as part of a solvent reorganisation;

(B) a composition, assignment or arrangement with the creditors of either of the Charterers and the Guarantor; or

(C) the appointment of a liquidator, receiver, administrator or other similar officer in respect of either of the Charterers and the Guarantor, which is not discharged or dismissed within 14 days of appointment,

or any analogous procedure or step is taken in any jurisdiction, **provided that** this sub-paragraph (a)(vii) above shall not apply to any winding-up petition which is discharged or dismissed within ten (10) Business Days of commencement;

(viii) ***Adverse impact on Vessel operation*** for any reason whatsoever:

(A) any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) is cancelled, suspended or otherwise ceases to be in full force and effect and such cancellation, suspension or cessation is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of such cancellation, suspension or cessation to the Charterers, and (II) the date any officer of the Charterer has actual knowledge of such cancellation, suspension or cessation; or

(B) the Vessel ceases to comply with the ISM Code or the ISPS Code and such non-compliance is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of the non-compliance to the Charterers, and (II) the date that any responsible officer of the Charterers has actual knowledge of the non-compliance;

(ix) ***Repudiation of Transaction Documents*** an Obligor repudiates any of the Transaction Documents to which that Obligor is a party or evidences an intention to do so;

(x) ***Material adverse change*** any other event or events (whether related or not) occurs which is a material adverse change from the position applicable as at the Effective Date in the business, or financial condition of the Charterers or the Guarantor, the effect of which is to impair, delay or prevent the due fulfilment by the Charterers or the Guarantor of any of its material obligations or undertakings contained in a Transaction Document to which it is a party;

(xi) ***Change in control or ownership of the Charterers*** except with the prior written consent of the Owners, a Change of Control Event occurs;

(xii) ***Unlawfulness and invalidity*** it is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents, or any Transaction Document ceases to be in full force and effect;

(xiii) ***MOA termination events*** there occurs any event or circumstances referred to in clause 10 (*MOA Termination Events*) of the MOA; or

(xiv) ***Related Charter*** there occurs any event or circumstance referred to in clause 52 (*Termination Events*) of a Related Charter.

(b) ***Effect of a Termination Event*** A Termination Event shall constitute (as the case may be) either a repudiatory breach of, or breach of condition by the Charterers under, this Charter or an agreed terminating event the occurrence of which will (in any such case) entitle the Owners to exercise all or any of the remedies set out below in this Clause 52.

(c) ***Owners' options after occurrence of Termination Event*** Without prejudice to the forgoing or to any other rights of the Owners under the Charter, at any time after a Termination Event shall have occurred and be continuing following the lapse of any applicable grace period as specified in paragraph (a) (*Termination Events*) above, the Owners may (1) at their option and by delivering to the Charterers a Termination Notice, terminate this Charter with immediate effect or on the date specified in such Termination Notice, (2) withdraw the Vessel from the service of the Charterers without noting any protest and without interference by any court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners, and the Charterers shall redeliver the Vessel to the Owners in accordance with Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*) and (3) appoint any ship management company as replacement for any Approved Manager or any other manager which the Charterers may appoint pursuant to this Charter.

(d) ***Payment of Termination Sum*** On the Termination Payment Date in respect of any Termination in accordance with paragraph (c) (*Owners' options after occurrence of Termination Event*) above or paragraph of Clause 40(j) (*Illegality*), the Charterers shall pay to the Owners an amount equal to the Termination Sum.

(e) ***Owners' application of Termination Sum*** Following any termination to which this Clause 52 applies, all sums payable in accordance with paragraph (d) above shall be paid to such account or accounts as the Owners may direct and shall be applied in the Owners' sole discretion.

(f) ***Transfer of title*** If the chartering of the Vessel or, as the case may be, the obligation of the Owners to deliver and charter the Vessel to the Charterers is terminated in accordance with the terms of this Charter, the obligation of the Charterers to pay Hire shall cease once the Charterers have made the payment pursuant to paragraph (d) (*Payment of Termination Sum*) above to the satisfaction of the Owners, whereupon the Owners shall, in exchange of such payment, arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) to (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

(g) ***Charterers have no right to termination*** Save as otherwise expressly provided in this Charter, the Charterers shall not have the right to terminate this Charter any time prior to the expiration of the Agreement Term.

(h) ***Owners' rights cumulative*** The rights conferred upon the Owners by the provisions of this Clause 52 are cumulative and in addition to any rights which they may otherwise have in law or in equity or by virtue of the provisions of this Charter.

53. Sub-chartering and assignment

(a) ***Restrictions on sub-chartering generally*** The Charterers shall not, and (as the case may be) shall procure the Sub-Charterers not to, without the prior written consent of the Owners (such consent not to be unreasonably withheld):

(i) let the Vessel on any demise charter for any period;

(ii) enter into any time or consecutive voyage charter with a duration (taking into account any option to renew or extend) of more than twelve (12) months in respect of the Vessel (subject to paragraph (b) below);

(iii) except as may be permitted under the relevant Sub-Charter, de-activate or cold lay-up the Vessel; or

(iv) assign their rights under this Charter.

(b) ***Exceptions*** The restrictions in paragraph (a) above shall not apply to:

(i) the Initial Sub-Charter; or

(ii) any Sub-Charter which is on a time charter basis with a duration (taking into account any option to renew or extend) of more than twelve (12) months and which would not expire after the end of the Charter Period if and only if:

(A) the Charterers have, prior to their entering into of such Sub-Charter, notified the Owners in writing of such intended Sub-Charter and provided the Owners with any information which the Owners may request in respect of such Sub-Charter, including (but not limited to) the identity of the intended Sub-Charterers and the proposed terms of such Sub-Charter and the Owners have given their written consent to the identity of such Sub-Charterers and the proposed terms of such Sub-Charter; and

(B) the Charterers assign to the Owners all the Charterers' earnings arising out of and in connection with such Sub-Charter and all their rights and interest in such Sub-Charter on such conditions as the Owners may require and the Charterers shall serve a notice on any Sub-Charterers and shall:

(1) use best endeavours to obtain a written acknowledgement of such assignment from such Sub-Charterers in such form as is required by the Owners or any Finance Party (as the case may be);

(2) provide the Owners with written evidence of service of such notice on such Sub-Charterers; and

(3) procure that any conditions to be satisfied in order for the assignment to be effective have been satisfied.

(c) ***Demise charter*** The Charterers acknowledge that the Owners' consent to any sub-bareboat chartering may be subject (amongst other things) to (i) the Owners being satisfied as to the intended flag during such sub-bareboat chartering and (ii) an insurance assignment from the Sub-Charterers, in form and substance acceptable to the Owners being executed and delivered to the Owners.

54. Name of Vessel

The Charterers may at their own cost:

(i) choose the initial name of the Vessel, but may only change the initial name of the Vessel with the prior consent of the Owners (which is not to be unreasonably withheld); and

(ii) paint the Vessel in the colours, display the funnel insignia and fly the house flag as required by the Charterers from time to time.

55. Purchase Option

(a) ***Purchase Option – from the third anniversary of the Actual Delivery Date***

Subject to:

(i) no Total Loss under Clause 57 (*Total loss*) having occurred;

(ii) no Termination Event under Clause 52 (*Termination Events*) having occurred;

(iii) the Charterers' delivery of the Purchase Option Notice to the Owners at least ninety (90) days prior to the proposed Purchase Option Date; and

(iv) the Purchase Option Date being any Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date,

the Charterers may purchase the Vessel on that proposed Purchase Option Date for the Purchase Option Price.

(b) ***Purchase Option – Increased Costs***

If the Owners claim the Increased Costs from the Charterers under Clause 41 (*Increased Costs*) in an amount in excess of two hundred and fifty thousand US Dollars (US$250,000), the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (b).

(c) ***Purchase Option – disruption event***

If

(i) the Charterers will be prevented from performing their payment obligations under this Charter as a result of the Owners becoming a Restricted Party (the "**Disruption Event**");

(ii) such Disruption Event is not caused by, and is beyond the control of, the Obligors; and

(iii) such Disruption Event is continuing and deprives the Charterers of their quiet enjoyment of the Vessel in accordance with this Charter,

the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (c).

(d) ***Title transfer upon exercise of Purchase Option*** In exchange for payment by the Charterers of the Purchase Option Price on the Purchase Option Date, the Owners shall arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) and (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

56. Purchase obligation and transfer of title

(a) ***Purchase obligation – expiry of Agreed Charter Period*** Unless (i) Total Loss under Clause 57 (*Total loss*) has occurred, (ii) the Termination Sum has been paid in full in accordance with the terms of this Charter or (iii) the Purchase Option has been exercised in accordance with the terms of this Charter, the Owners shall be obliged to sell the Vessel to the Charterers or their nominee and the Charterers shall be obliged to purchase the Vessel or cause their nominee to purchase the Vessel on the date falling one hundred and twenty (120) months after the Actual Delivery Date by the Charterers' payment of the Purchase Obligation Price.

(b) ***Title transfer*** In exchange of full payment by the Charterers of:

(i) in each case as applicable:

(A) (in the case of the circumstances described in Clause 55 (*Purchase Option*) the Purchase Option Price;

(B) (in the case of the circumstances described in paragraph (a) (*Purchase obligation – expiry of Agreed Charter Period*) above) the Purchase Obligation Price; and

(ii) any other sums payable by the Charterers to the Owners under this Charter and subject to compliance with the other conditions set out in this Clause 56,

the Owners shall:

(C) transfer title to and ownership of the Vessel to the Charterers (or their nominee) by delivering to the Charterers (in each case at the Charterers' costs):

(1) a duly executed and notarised, legalised and/or apostilled (as applicable) original bill of sale; and

(2) the Title Re-Transfer PDA; and

(D) procure the deletion of any mortgage in relation to the Vessel at the Charterers' costs,

provided always that prior to such transfer or deletion (as the case may be) the Charterers shall have performed all their obligations in connection with this Charter and with the Vessel, including without limitation the full payment of all Unpaid Sums, taxes, charges, duties, costs and disbursements (including legal fees) in relation to the Vessel.

(c) ***"As is, where is" title transfer***

(i) The transfer in accordance with paragraph (b) (*Title transfer*) above shall be made in all respects at the Charterers' expense on an "as is, where is" basis and the Owners shall give the Charterers (or their nominee) no representations, warranties, agreements or guarantees whatsoever concerning or in connection with the Vessel, the Insurances, the Vessel's condition, state or class or anything related to the Vessel, expressed or implied, statutory or otherwise.

(ii) Without prejudice to sub-paragraph (i) above, the Charterers confirm that:

(A) as the Vessel will at all relevant times be in their physical possession and use pursuant to this Charter, they do not require any inspection of the Vessel; and

(B) they will accept unconditionally the Vessel and its classification records for the purpose of any transfer under this Clause 56.

(iii) The place of documentary closing shall be at such place or places as may be agreed by the parties in writing.

57. Total Loss

(a) ***Total Loss Termination*** If circumstances exist giving rise to a Total Loss, the Charterers shall promptly notify the Owners of the facts of such Total Loss. If the Charterers wish to proceed on the basis of a Total Loss and advise the Owners thereof, the Owners shall agree to the Vessel being treated as a Total Loss for all purposes of this Charter. The Owners shall thereupon abandon the Vessel to the Charterers and/or execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a Total Loss. Without prejudice to the obligations of the Charterers to pay to the Owners all monies then due or thereafter to become due under this Charter, if the Vessel shall become a Total Loss during the Charter Period, then the Charter Period shall end on the Settlement Date.

(b) ***Occurrence of Total Loss*** If the Vessel becomes a Total Loss during the Charter Period, the Charterers shall, on the Settlement Date, pay to the Owners the amount calculated in accordance with paragraph (c) (*Payment on Settlement Date*) below.

(c) ***Payment on Settlement Date*** On the Settlement Date, the Charterers shall pay to the Owners an amount equal to the Termination Sum as at the Settlement Date. The foregoing obligations of the Charterers under this paragraph (c) shall apply regardless of whether or not any moneys are payable under any Insurances in respect of the Vessel, regardless of the amount payable thereunder, regardless of the cause of the Total Loss and regardless of whether or not any of the said compensation shall become payable.

(d) ***Payment of Total Loss Proceeds*** All Total Loss Proceeds shall be paid to such account or accounts as the Owners may direct and shall be applied towards satisfaction of the Termination Sum and any other sums due and payable under the Transaction Documents. To the extent that there is any surplus after such application, such surplus shall be returned to the Charterers.

(e) ***Constructive Total Loss*** The Charterers shall, at the Owners' request, provide evidence satisfactory to the Owners as to the date on which the constructive total loss of the Vessel occurred pursuant to the definition of Total Loss.

(f) ***Payment unconditional*** The Charterers shall continue to pay Hire on the days and in the amounts required under this Charter notwithstanding that the Vessel shall become a Total Loss **provided always that** no further instalments of Hire shall become due and payable after the Charterers have made the payment required by paragraph (c) above.

58. Appointment of manager

(a) Subject to the other provisions of this Charter, the Owners confirm their consent to the appointment by the Charterers of:

(i) Navig8 Chemicals Asia Pte. Ltd. as the commercial manager of the Vessel; and

(ii) OSM Ship Management AS as the technical manager of the Vessel,

it being understood that each such appointment shall take effect on or before the Actual Delivery Date.

(b) The Charterers shall ensure that, at all times during the Agreement Term, the Vessel is managed by an Approved Manager.

59. Fees and expenses

(a) ***Handling Fee*** The Original Charterers shall pay to the Owners the Handling Fee not later than three (3) Business Days prior to the Actual Delivery Date.

(b) ***Other costs and expenses*** The Charterers shall bear all documented costs, fees (including legal fees) and disbursements incurred by the Owners and the Charterers in connection with:

(i) the negotiation, preparation and execution of this Charter, the other Transaction Documents and any Finance Documents;

(ii) the sale, purchase and delivery of the Vessel under the MOA and this Charter;

(iii) any amendment to, or any waiver or consent under, this Charter, any other Transaction Documents or any Finance Documents requested by the Charterers;

(iv) preparation or procurement of any survey, inspection, valuation, tax or insurance advice;

(v) the exercise of the Purchase Option pursuant to Clause 55 (*Purchase Option*) or the fulfilment of the Purchase Obligation pursuant to Clause 56 (*Purchase obligation and transfer of title*);

(vi) the occurrence of a Termination Event or a Total Loss;

(vii) the registration of the Vessel under the laws and flag of the Approved Flag State (or such other flag state as the Owners may consent to in writing); and

(viii) such other activities relevant to the transaction contemplated herein.

60. Stamp duties

The Charterers shall pay promptly all stamp, documentary or other like duties and Taxes to which the Charter, the MOA and the other Transaction Documents may be subject or give rise and shall indemnify the Owners on demand against any and all liabilities with respect to or resulting from any delay on the part of the Charterers to pay such duties or taxes.

61. Operational notifiable events

(a) ***Notifiable events*** The Owners are to be advised as soon as possible after the occurrence of any of the following events:

(i) when a material condition of class is applied by the Classification Society;

(ii) whenever the Vessel is arrested, confiscated, seized, requisitioned, impounded, forfeited or detained by any government or other competent authorities or any other persons;

(iii) whenever a class or flag authority refuses to issue or withdraw trading certification;

(iv) in the event of a fire requiring the use of fixed fire systems or collision / grounding amounting to an estimated repair cost exceeding the Major Casualty Amount;

(v) whenever the Vessel is planned for dry-docking, whether in accordance with paragraph (g) of Clause 10 (*Maintenance and Operation*) or any Sub-Charter, and whether routine or emergency;

(vi) any damage to the Vessel the repair costs of which (whether before or after adjudication) exceed the Major Casualty Amount;

(vii) when any material alteration is proposed to be made to the Vessel.

(b) Without limiting the generality of paragraph (a) (*Notifiable events*) above, the Charterers shall, upon the Owners' request during the Agreement Term, supply (or cause to be supplied) to the Owners all information (including copies where available) relating to the Vessel's operation.

62. Further indemnities

(a) ***Further indemnities*** Whether or not any of the transactions contemplated hereby are consummated, the Charterers shall, in addition and subject to the provisions under Clause 17 (*Indemnity*) (Part II) of this Charter and subject to sub-clause (b) below, indemnify, protect, defend and hold harmless the Owners and their officers, directors, agents and employees (collectively, the "**Indemnitees**") throughout the Agreement Term from, against and in respect of, any and all liabilities, obligations, losses, damages, penalties, fines, fees, claims, actions, proceedings, judgement, order or other sanction, lien, salvage, general average, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature (collectively, the "**Expenses**"), imposed on, suffered or incurred by or asserted against any Indemnitee, in any way relating to, resulting from or arising out of or in connection with, in each case, directly or indirectly, any one or more of the following (except to the extent that such Expenses have solely resulted from any Indemnitee's gross negligence or wilful misconduct):

(i) this Charter and any other Transaction Documents and any amendment, supplement or modification thereof or thereto requested by the Charterers;

(ii) the Vessel or any part thereof, including with respect to:

(A) the manufacture, design, possession, use or non-use, operation, maintenance, testing, repair, overhaul, condition, alteration, modification, addition, improvement, storage, seaworthiness, replacement of the Vessel or any part (including, in each case, latent or other defects, whether or not discoverable and any claim for patent, trademark, or copyright infringement and all liabilities, obligations, losses, damages and claims in any way relating to or arising out of spillage of cargo or fuel, out of injury to persons, properties or the environment or strict liability in tort);

(B) any claim or penalty arising out of violations by any Obligor, Approved Commercial Manager, Approved Technical Manager or any other person of any applicable law (including any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions);

(C) any Environmental Claim;

(D) death or property damage of any party;

(E) any liens in respect of the Vessel or any part thereof; or

(F) any registration and/or tonnage fees (whether periodic or not) in respect of the Vessel payable to any registry of ships and any service fees payable to any service provider in relation to maintaining such registration at any registry of ships, including, without limitation, any registration fees and annual registration fees in connection with registering and maintaining the Owners as a foreign maritime entity (or its equivalent) in the Approved Flag State (or such other flag state as the Owners may consent to in writing) for the purpose of registering and maintaining the Owners' title with the relevant flag;

(iii) any breach of or failure to perform or observe, or any other non-compliance with, any covenant or agreement or other obligation to be performed by the Charterers under any Transaction Document to which it is a party or the falsity of any representation or warranty of the Charterers in any Transaction Document to which it is a party or the occurrence of any Termination Event;

(iv) in connection with:

(A) preventing or attempting to prevent the arrest, confiscation, seizure, taking and execution, requisition, impounding, forfeiture or detention of the Vessel; or

(B) securing or attempting to secure the release of the Vessel,

in each case in connection with the exercise of the rights of a holder of a lien created by the Charterers;

(v) incurred or suffered by the Owners in:

(A) procuring the delivery of the Vessel to the Charterers under Clause 35 (*Delivery*)

(B) recovering possession of the Vessel following termination of this Charter under Clause 52 (*Termination Events*); or

(C) arranging for a transfer of the Vessel's title in accordance with paragraph (d) (*Title transfer upon exercise of Purchase Option*) of Clause 55 (*Purchase Option*), or paragraph (b) (*Title transfer*) of Clause 56 (*Purchase obligation and transfer of title*);

(vi) arising from the Master or officers of the Vessel or the Charterers' agents signing bills of lading or other documents;

(vii) in connection with:

(A) the arrest, seizure, taking into custody or other detention of the Vessel by any court or other tribunal or by any governmental entity (including any prevention or attempt to prevent such arrest, seizure, taking into custody or other detention); or

(B) subjection to distress by reason of any process, claim, exercise of any rights conferred by a lien or by any other action whatsoever,

of the Vessel which are expended, suffered or incurred as a result of or in connection with any claim or against, or liability of, the Charterers or any other member of the Group, together with any costs and expenses or other outgoings which may be paid or incurred by the Owners in releasing the Vessel from any such arrest, seizure, custody, detention or distress.

(b) ***Cost indemnities*** The Charterers shall pay to the Owners promptly on the Owners' written demand the amount of all costs and expenses (including legal fees) incurred by the Owners in connection with the enforcement of, or the preservation of any rights under, any Transaction Document including (without limitation) any losses, costs and expenses which the Owners may from time to time sustain, incur or become liable for by reason of the Owners being deemed by any court or authority to be an operator, or in any way concerned in the operation, of the Vessel.

(c) ***Run-off indemnities*** Without prejudice to any right to damages or other claim which either party may, at any time, have against the other hereunder, it is hereby agreed and declared that the indemnities of the Owners by the Charterers contained in this Charter shall continue in full force and effect for a period of twenty four (24) months after the Agreement Term.

63. Set-off

The Owners may set off any matured and/or contingent obligation due from the Charterers under the Transaction Documents against any obligation (whether matured or not) owed by the Owners to the Charterers, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation at a market rate of exchange in their usual course of business for the purpose of the set-off.

64. Further assurances and undertakings

(a) Each Party shall make all applications and execute all other documents and do all other acts and things as may be necessary to implement and to carry out their obligations under, and the intent of, this Charter.

(b) The Parties shall act in good faith to each other in respect of any dealings or matters under, or in connection with, this Charter.

65. Cumulative rights

The rights, powers and remedies provided in this Charter are cumulative and not exclusive of any rights, powers or remedies at law or in equity unless specifically otherwise stated.

66. No waiver

No delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Charter will operate as a waiver. No waiver of any breach of any provision of this Charter will be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. No waiver of any breach will be, or be deemed to be, a waiver of any other or subsequent breach.

67. Entire agreement

This Charter contains all the understandings and agreements of whatsoever kind and nature existing between the parties in respect of this Charter, the rights, interests, undertakings agreements and obligations of the parties to this Charter and shall supersede all previous and contemporaneous negotiations and agreements.

68. Amendments

This Charter may not be amended, altered or modified except by a written instrument executed by each of the parties to this Charter.

69. Invalidity

If any term or provision of this Charter or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder of this Charter or application of such term or provision to persons or circumstances (other than those as to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Charter) not be affected thereby and each term and provision of this Charter shall be valid and be enforceable to the fullest extent permitted by law.

70. English language

All notices, communications and financial statements and reports under or in connection with this Charter and the other Transaction Documents shall be in English language or, if in any other language, shall be accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

71. No partnership

Nothing in this Charter creates, constitutes or evidences any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and neither party may make, or allow to be made any representation that any such relationship exists between the parties. Neither party shall have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided in this Charter.

72. Disclosure of information

At any time after the Effective Date and during the Agreement Term, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Transaction Documents; or

(b) any information provided pursuant to any of the Transaction Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required to be disclosed by any applicable law;

(iii) to any investor, potential investor, purchaser or potential purchaser of or in any member of the Group;

(iv) to any other member of the Group and, if required, to the financiers of such member of the Group;

(v) to any Governmental Agency;

(vi) to the Finance Parties or any party to any of the Transaction Documents;

(vii) to the auditors, legal, financial or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in the paragraphs above or the lenders or financiers of or to the Group who shall, in each case, be instructed or under a professional obligation to maintain the confidentiality of any information supplied to them; or

(viii) in any manner contemplated by any of the Transaction Documents.

73. Notices

(a) Any communication to be made under or in connection with this Charter shall be made in writing and, unless otherwise stated, may be made by letter or email.

(b) The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Charter for any communication or document to be made or delivered under or in connection with this Charter are:

(i) in the case of the Charterers:

Hafnia Chemical Tankers Pte. Ltd.
Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438
Email: spa@hafniabw.com; jla@hafniabw.com;
cts@hafniabw.com; jte@hafniabw.com;
jto@hafniabw.com; corptf@hafniabw.com
Attention: Corporate Finance Team

(ii) in the case of the Owners:

Fortune Chem5 Shipping Limited
Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong
Email: zhangxr@csscshipping.com
Attention: Zhang Xiaoran

or any substitute address, email address, department or officer as either party may notify to the other by not less than five (5) Business Days' notice.

(c) Any communication or document made or delivered by one party to this Charter to the other under or in connection with this Charter will only be effective:

(iii) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under paragraph (b) above, if addressed to that department or officer.

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

Any communication or document which becomes effective, in accordance with this paragraph (c), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

74. Conflicts

Unless stated otherwise, in the event of there being any conflict between the provisions of Clauses 1 (*Definitions*) (Part II) to 31 (*Notices*) (Part II) and the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*), the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*) shall prevail.

75. Survival of Charterers' obligations

The termination of this Charter for any cause whatsoever shall not affect the right of the Owners to recover from the Charterers any money due to the Owners in consequence thereof and all other rights of the Owners (including but not limited to any rights, benefits or indemnities which are expressly provided to continue after the termination of this Charter) are reserved hereunder.

76. Counterparts

This Charter may be executed in any number of counterparts and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall be deemed to constitute a full and original agreement for all purposes.

77. Third Parties Act

(a) Any person which is an Indemnitee or a Finance Party from time to time and is not a party to this Charter shall be entitled to enforce such terms of this Charter as provided for in this Charter in relation to the obligations of the Charterers to such Indemnitee, or (as the case may be) Finance Party, subject to the Third Parties Act. The Third Parties Act applies to this Charter as set out in this Clause 77.

(b) Save as provided above, a person who is not a party to this Charter has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Charter.

78. Waiver of immunity

(a) To the extent that any Party may in any jurisdiction claim for itself or its assets or revenues immunity from any proceedings, suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to such Party or its assets or revenues, each Party agrees, to the extent permitted by any applicable law, not to claim and irrevocably waive, to the extent permitted by any applicable law, such immunity to the full extent permitted by the laws of such jurisdiction.

(b) Each Party consents generally in respect of any proceedings to the giving of any relief and the issue of any process in connection with such proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such proceedings. Each Party agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of such Act.

79. Enforcement

79.1 Law and arbitration

(a) This Charter and any contractual or non-contractual obligations arising from or connected with this Charter shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Charter, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it **(**a "**Dispute**"**)** shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of arbitration shall be Hong Kong.

(d) The number of arbitrators shall be three. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. If each party appoints its own arbitrator those two arbitrators shall (within 30 days of the appointment of the last of the two appointments) nominate the third arbitrator. If they cannot agree on a third arbitrator, then the chairperson of the HKIAC must be chosen as the third arbitrator.

(e) The arbitration proceedings shall be conducted in English.

(f) The law governing this Clause 79.1 (*Law and arbitration*) shall be English law.

79.2 Waiver of immunity

To the extent that the Charterers have acquired or may, after the Effective Date, acquire any immunity, with respect to themselves and their revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(f) suit;

(g) jurisdiction of any court;

(h) relief by way of injunction or order for specific performance or recovery of property;

(i) attachment of their assets (whether before or after judgment); and

(j) execution or enforcement of any judgment to which they or their revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and they irrevocably agree, to the extent permitted by applicable law, that they will not claim any immunity in any such proceedings),

the Charterers irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of their obligations under this Charter.

80. FATCA

(a) For the purpose of this Clause 80, the following terms shall have the following meanings:

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**FATCA**" means:

(i) sections 1471 through 1474 of the Code and any associated regulations;

(ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or

(iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter or the other Transaction Documents required by or under FATCA.

(b) The Charterers shall procure that:

(i) if an Obligor is required to make a FATCA Deduction, that Obligor shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA;

(ii) if a FATCA Deduction is required to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required; and

(iii) within thirty (30) days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Obligor making that FATCA Deduction or payment shall deliver to the Owners evidence satisfactory to the Owners that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

81. Quiet Enjoyment

The Owners undertake with the Charterers that unless a Termination Event has occurred, the Owners shall not (and shall procure that a Finance Party shall not) disturb or interfere with the quiet and peaceful use, possession and enjoyment of the Vessel and the operation of the Vessel by the Charterers.

82. Control

Unless with the prior written consent of the Charterers (which consent shall not be unreasonably withheld or delayed), the Owners are to remain under the sole ownership and control of CSSC (Hong Kong) Shipping Company Limited, being the parent company of the Owners throughout the Charter Period.

83. Discharge and re-assignment of Security

(a) Following the expiry of the Agreement Term, the Owners will, at the cost of and the request of the Charterers, execute and deliver to the Charterers a discharge or re-assignment (as applicable) of any Security Interest and redeliver the Security Documents to or to the order of Charterers.

(b) When any discharge or re-assignment is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, liquidation or otherwise, without limitation, the security created by or pursuant to any Security Document shall continue as if the discharge or re-assignment had not occurred.

SCHEDULE 1
LIST OF RELATED VESSELS

Name of Vessel	Owners	Charterers
m.v. "Hafnia Aragonite"	Fortune Chem1 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. " Hafnia Alabaster"	Fortune Chem2 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. " Hafnia Achroite"	Fortune Chem3 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. "Hafnia Topaz"	Fortune Chem4 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. " Hafnia Tanzanite"	Fortune Chem6 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.

08-59-05262 & 08-60-01163
#8759239v1
CSSC/Hafnia - BBC AC (Amended and Restated) - Hafnia Tourmaline

SCHEDULE 2
FORM OF PROTOCOL OF DELIVERY AND ACCEPTANCE

It is hereby certified that pursuant to a bareboat charter dated 20 and made between Fortune Chem5 Shipping Limited (the "**Owners**") as owners and Navig8 Chemical Tankers 29 Inc (the "**Bareboat Charterer**") as bareboat charterers (as maybe amended and supplemented from time to time, the "**Bareboat Charter**") in respect of one (1) 49,513 DWT chemical/oil products tanker named "Navig8 Tourmaline" and registered under the laws and flag of the Republic of the Marshall Islands with IMO number 9753698 (the "**Vessel**"), the Vessel is delivered for charter by the Owners to the Bareboat Charterers, and accepted by the Bareboat Charterers from the Owners at hours ([ ] time) on the date hereof pursuant to the terms and conditions of the Bareboat Charter.

IN WITNESS WHEREOF, the Owners and the Bareboat Charterers have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representative on this day of in.

THE OWNERS

FORTUNE CHEM5 SHIPPING LIMITED

by:

Name:

Title:

Date:

THE BAREBOAT CHARTERERS

NAVIG8 CHEMICAL TANKERS 29 INC

by:

Name:

Title:

Date:

SCHEDULE 3
FORM OF TITLE RE-TRANSFER PROTOCOL OF DELIVERY AND ACCEPTANCE

PROTOCOL OF DELIVERY AND ACCEPTANCE

m.v. " HAFNIA TOURMALINE"

FORTUNE CHEM5 SHIPPING LIMITED of 1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong (the "**Owners**") deliver to HAFNIA CHEMICAL TANKERS PTE. LTD. whose registered office is at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**Bareboat Charterers**") the Vessel described below and the Bareboat Charterers accept delivery of, title and risk to the Vessel pursuant to the terms and conditions of the bareboat charter 28 January 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and the Charterers have agreed to charter the Vessel.

Name of Vessel:	m.v. " HAFNIA TOURMALINE"
Flag:	the Republic of the Marshall Islands
Place of Registration:	the Republic of the Marshall Islands
IMO Number:	9753698
Gross	Registered Tonnage: 29,492
Net Registered Tonnage:	13,589
Dated:	20
At:	hours ([ ] time)
Place of delivery:	

THE OWNERS	THE BAREBOAT CHARTERERS
FORTUNE CHEM5 SHIPPING LIMITED	**HAFNIA CHEMICAL TANKERS PTE. LTD.**
by:	by:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 4
FORM OF COMPLIANCE CERTIFICATE

To: **FORTUNE CHEM5 SHIPPING LIMITED**

1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong
(the "**Owners**")

From: **HAFNIA LIMITED**
Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda

Dated:

Dear Sirs

Bareboat charter dated 28 January 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and Hafnia Chemical Tankers Pte. Ltd. has agreed to charter the chemical/oil products tanker named "HAFNIA TOURMALINE" (the "Charter")

1. We refer to the Charter.

2. This is a Compliance Certificate. Terms defined in the Charter have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

3. We confirm that: as at the date on which the financial statements accompanying this Compliance Certificate were drawn up:

   [*Insert details of covenants to be certified*]

   [*Charterers to provide details of calculations of financial covenants*]

4. [We confirm that no Termination Event is continuing.][*]

For and on behalf of
Hafnia Limited

Name:
Title: Director

[*] If this statement cannot be made, the certificate should identify any Termination Event that is continuing and the steps, if any, being taken to remedy it.

08-59-05262 & 08-60-01163
#8759239v1
CSSC/Hafnia - BBC AC (Amended and Restated) - Hafnia Tourmaline

THE OWNERS
FORTUNE CHEM5 SHIPPING LIMITED

by:

Name:

Title:

Date:

THE CHARTERERS
HAFNIA CHEMICAL TANKERS PTE. LTD.

by:

Name:

Title:

Date:

Schedule 4 Form of Protocol of Delivery and Acceptance

Protocol of Delivery and Acceptance

It is hereby certified that:

(1) pursuant to the bareboat charter 28 January 2021 and made between **FORTUNE CHEM5 SHIPPING LIMITED** (the "**Owner**") as owners and **CHEMICAL TANKERS 29 INC** (the "**Original Charterer**") as bareboat charterers (as amended and supplemented from time to time, the "**Original Charter**") in respect of the chemical/oil products tanker named "HAFNIA TOURMALINE" with IMO number 9753698 and registered under the laws and flag of the Republic of the Marshall Islands (the "**Vessel**"), the Vessel was delivered for charter by the Owner to the Original Charterer, and accepted by the Original Charterer from the Owner at 16:45 hours (Shanghai time) on 6 October 2021 pursuant to the terms and conditions of the Original Charter; and

(2) pursuant to the novation, amendment and restatement agreement dated _____ and made between (among others) the Owner, the Original Charterer and **HAFNIA CHEMICAL TANKERS PTE. LTD.** (the "**New Charterer**") (the "**Novation, Amendment and Restatement Agreement**"):

(i) the possession of the Vessel was delivered by the Original Charterer to the New Charterer; and

(ii) the Vessel was delivered for charter by the Owner to the New Charterer, and accepted by the New Charterer from the Owner under the Original Charter as novated, amended and restated pursuant to the Novation, Amendment and Restatement Agreement,

at _____ hours (Shanghai time) on _____ [at sea].

IN WITNESS WHEREOF, the Owner, the Original Charterer and the New Charterer have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representatives on this day of 20.

THE OWNER

FORTUNE CHEM5 SHIPPING LIMITED

by:

_____

Name:

Title:

Date:

THE ORIGINAL CHARTERER

CHEMICAL TANKERS 29 INC

by:

_____

Name:

Title:

Date:

THE NEW CHARTERER

HAFNIA CHEMICAL TANKERS PTE. LTD.

by:

_____

Name:

Title:

Date:

In witness of which the Parties have executed this Novation, Amendment and Restatement Agreement as a deed the day and year first before written.

The Original Charterer

Signed and **delivered**)
as a **Deed**)
by **CHEMICAL TANKERS 29 INC**)
acting by)
)
its duly authorised director)
)
in the presence of:)

Petrus Wouter van Echtelt





Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Charterer

Signed and **delivered**)
as a **Deed**)
by **HAFNIA CHEMICAL TANKERS PTE. LTD.**)
PTE. LTD.)
acting by)
)
its duly authorised director)
)
in the presence of:)

Pay Shu Zhen





Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Guarantor

Signed and **delivered**)
as a **Deed**)
by **HAFNIA LIMITED**)
acting by)
)
its duly authorised Attorney-in-fact)
)
in the presence of:)

Petrus Wouter van Echtelt

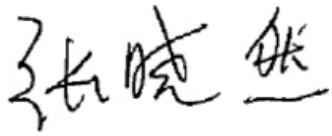


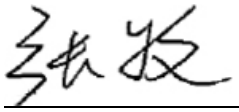


Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The Owner

Signed and **delivered**)
as a **Deed**)
by **FORTUNE CHEM5 SHIPPING LIMITED**)
acting by Zhang Xiaoran)
)
its duly authorised Attorney-in-fact)
)
in the presence of:)





Witness signature:
Name: Zhang Mu
Address: Room 12801-03,128/F, Marine Tower, No.1 Pudong Avenue, Shanghai, 200120

Execution version

Novation, Amendment and Restatement Agreement

Dated 20 December 2023

(1) CHEMICAL TANKERS 30 INC
(as Original Charterer)

(2) HAFNIA CHEMICAL TANKERS PTE. LTD.
(as New Charterer)

(3) HAFNIA LIMITED
(as New Guarantor)

(4) FORTUNE CHEM6 SHIPPING LIMITED
(as Owner)

Stephenson Harwood
罗夏信律师事务所
18th floor, United Centre, 95 Queensway, Hong Kong
香港金钟道95号 统一中心18楼
电话 T:+852 2868 0789 | 传真 F: +8522868 1504
DX: 009225 Central 1
www.shlegal.com

STEPHENSON HARWOOD
WEI TU CHINA ASSOCIATION
罗夏信-伟途 联营

Execution version

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Novation, Amendment and Restatement Agreement

Dated 20 December 2023

Between:

(1) **CHEMICAL TANKERS 30 INC**, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70858 whose registered address is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 (the "**Original Charterer**"); and

(2) **HAFNIA CHEMICAL TANKERS PTE. LTD.**, a company incorporated under the law of Singapore (with UEN 202234749G) whose registered address is 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**New Charterer**"); and

(3) **HAFNIA LIMITED**, a company incorporated under the laws of Bermuda (with company registration number 49023) and whose registered office is at the offices of Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda (the "**New Guarantor**"); and

(4) **FORTUNE CHEM6 SHIPPING LIMITED**, a company incorporated under the laws of Hong Kong with company number 3065779 whose registered address is at Room 1801, 18th Floor, Worldwide House, No. 19 Des Voeux Road Central, Hong Kong (the "**Owner**").

Whereas

(A) Pursuant to a bareboat charter (comprising (i) a BIMCO standard bareboat charter in the "BARECON 2001" form (the "**BIMCO Standard Form**") and (ii) the additional clauses to the BIMCO Standard Form dated 30 July 2021 and executed by the Owner (as owners) and the Original Charterer (as charterers) (as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**"), the Owner has agreed to let and the Original Charterer has agreed to charter the chemical/oil products tanker named "HAFNIA TANZANITE" with IMO number 9753703 (the "**Vessel**").

(B) By a request for consent dated 20 July 2023 the Original Charterer informed the Owner that as part of an ongoing corporate reorganization of the Group, the Group would like to replace the Original Charterer with the New Charterer and replace Chemical Tankers Inc with Hafnia Limited as the new charter guarantor.

(C) The Original Charterer wishes to transfer to the New Charterer, and the New Charterer wishes to assume, all of the rights and obligations of the Original Charterer under the Original Charter. The Owner is willing to agree to the substitution of the New Charterer in place of the Original Charterer in relation to those rights and obligations and to the release of the Original Charterer in respect of those rights and obligations, subject to and upon the terms and conditions of this Agreement.

It is agreed that:

1 Interpretation

1.1 In this Novation, Amendment and Restatement Agreement:

"**Charter Agreements**" means (a) the Original Charter, (b) the Novated Charter and (c) this Agreement.

"**Effective Date**" means the date on which the Owner confirms to the Original Charterer and the New Charterer in writing substantially in the form set out in Schedule 1 that all of the conditions referred to in Clause 3.1 have been satisfied, which confirmation the Owner shall be under no obligation to give if a Termination Event shall have occurred.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**New Account Charge**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Charterers' Assignment**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Guarantee**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Technical Manager's Undertaking**" has the meaning given to such term in paragraph 4 of Schedule 2 (*Conditions Precedent*).

"**New Transaction Documents**" means, together, the New Guarantee, the New Charterers' Assignment, the New Account Charge, the New Technical Manager's Undertaking and the Original Charter as novated, amended and supplemented pursuant to this Agreement.

"**Novated Charter**" means the Original Charter as novated, amended and restated by this Agreement.

"**Novation PDA**" means the protocol of delivery and acceptance in relation to the Vessel substantially in the form of Schedule 4 (*Form of Protocol of Delivery and Acceptance*) hereto executed between the Original Charterer, the New Charterer, and the Owner.

"**Parties**" means the parties to this Novation, Amendment and Restatement Agreement and "**Party**" means any one of them.

1.2 All words and expressions defined in the Original Charter shall have the same meaning when used in this Novation, Amendment and Restatement Agreement unless the context otherwise requires, and clause 33 (*Interpretations*) of the Original Charter shall apply to the interpretation of this Novation, Amendment and Restatement Agreement as if it is set out in full.

1.3 The Owner and the New Charterer hereby designate this Novation, Amendment and Restatement Agreement as a Transaction Document under the Novated Charter.

2 Representations and Warranties

2.1 **Each Party's representations and warranties**

Each Party represents and warrants to each of the other Parties that the following statements are, at the date hereof, true and accurate:

2.1.1 it is duly incorporated under the laws of its country of incorporation and has full power and authority to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated the Charter Agreements to which it is a party;

2.1.2 the execution, delivery and performance by it of the Charter Agreements to which it is a party and the consummation of the transactions contemplated by the Charter Agreements have been duly authorised by all necessary corporate action and do not contravene any applicable law, regulation or order binding on it or any of its assets or its constitutional documents;

2.1.3 neither the execution, delivery and performance by it of the Charter Agreements to which it is a party nor the consummation of any of the transactions by it contemplated by the Charter Agreements to which it is a party, require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any governmental authority or agency, except such as have been obtained and are in full force and effect; and

2.1.4 the obligations assumed by it in the Charter Agreements to which it is a party are legal, valid and binding upon it, subject to the general principles of equity and laws affecting creditors' rights generally.

2.2 **The Original Charterer's representations and warranties to the Owner**

Each of the representations contained in clause 48(b) of the Original Charter shall be deemed repeated by the Original Charterer to the Owner at the date of this Novation, Amendment and Restatement Agreement and at the Effective Date, by reference to the facts and circumstances then pertaining, as if references to the Transaction Documents include this Novation, Amendment and Restatement Agreement.

2.3 **The Original Charterer's representations and warranties to the New Charterer**

The Original Charterer represents and warrants to the New Charterer that the following statements are, at the date of this Agreement, true and accurate:

2.3.1 the Original Charterer has supplied the New Charterer with a true, complete and up-to-date copy of the Original Charter;

2.3.2 the Original Charterer is not aware of any unremedied defaults by the Owner under the Original Charter and the Original Charterer has complied with the terms and conditions of the Original Charter; and

2.3.3 the Original Charter has not been amended, varied, cancelled, novated or terminated and represents the entire agreement between the Original Charterer and the Owner relating to the leasing of the Vessel.

3 Conditions

3.1 As conditions for the agreement of the Owner to novate, amend and restate the Original Charter in accordance with Clause 4, the Original Charterer and the New Charterer shall deliver or cause to be delivered to or to the order of the Owner all of the documents and other evidence listed in Schedule 2.

3.2 All documents and evidence delivered to the Owner pursuant to Clause 3.1 shall:

3.2.1 be in form and substance acceptable to the Owner;

3.2.2 if required by the Owner, be certified, notarised, legalised or attested in a manner acceptable to the Owner.

3.3 The New Charterer shall deliver or cause to be delivered to the Owner, within twenty (20) Business Days from the Effective Date, letters of undertaking in respect of the Insurances as required by the New Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owner.

4 Novation, amendment and restatement

4.1 In consideration of the mutual agreements and undertakings contained in this Novation, Amendment and Restatement Agreement and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties) it is hereby agreed that as and with effect from the Effective Date:

4.1.1 the New Charterer assumes all the obligations and liabilities of the Original Charterer under the Original Charter and agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer and therefore shall duly and punctually perform all the obligations of the Original Charterer under the Original Charter;

4.1.2 the Owner releases and discharges the Original Charterer from all obligations, and liabilities under the Original Charter and accepts the liabilities and obligations of the New Charterer under the Original Charter in place of the liabilities and obligations of the Original Charterer;

4.1.3 the New Charterer has the benefit of all the rights of the Original Charterer under the Original Charter and the Owner agrees to be bound by the terms of the Original Charter in every way as if the New Charterer were a party to the Original Charter in place of the Original Charterer; and

4.1.4 the Original Charterer releases and discharges the Owner from all obligations and liabilities under the Original Charter.

4.2 Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall subject the Owner to any liability to which it would not otherwise be subject under the Original Charter or diminish in any way any rights or remedies to which the Owner would otherwise be entitled under the Original Charter or modify in any respect the Owner's contractual rights and obligations under any Original Document.

4.3 With effect from the Effective Date the Original Charter shall be read and construed as if its text is replaced by the text of the amended and restated bareboat charter attached to this Novation, Amendment and Restatement Agreement at Schedule 3.

4.4 With effect from the Effective Date, the Vessel shall be deemed to be delivered to, and accepted by, the New Charterer pursuant to the Novated Charter and the Original Charterer shall be fully responsible for the physical delivery of the Vessel to the New Charterer under the Novated Charter. Notwithstanding and without prejudice to the foregoing, the Owner, the Original Charterer and the New Charterer nonetheless agree to enter into and execute the Novation PDA on delivery of the Vessel.

5 Counterparts

This Novation, Amendment and Restatement Agreement may be executed in any number of counterparts each of which shall be original but which shall constitute the same instrument.

6 Notices

6.1 Any communication to be made under or in connection with this Novation, Amendment and Restatement Agreement shall be made in writing and, unless otherwise stated, may be made by letter or email.

6.2 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Novation, Amendment and Restatement Agreement are:

6.2.1 in the case of the Original Charterer:

CHEMICAL TANKERS 30 INC

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.2 Attention: Corporate Finance Team in the case of the New Charterer:

HAFNIA CHEMICAL TANKERS PTE. LTD.

Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438

Email: spa@hafniabw.com; jla@hafniabw.com; cts@hafniabw.com; jte@hafniabw.com; jto@hafniabw.com; corptf@hafniabw.com

6.2.3 Attention: Corporate Finance Team in the case of the Owner:

FORTUNE CHEM6 SHIPPING LIMITED

Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong

Email: zhangxr@csscshipping.com

Attention: Zhang Xiaoran

or any substitute address, email address or department or officer as a Party may notify to the other Parties by not less than five (5) Business Days' notice.

6.3 Any communication or document made or delivered by one Party to another Party under or in connection with this Novation, Amendment and Restatement Agreement will only be effective:

(i) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under Clause 6.2 above, if addressed to that department or officer.

Any communication or document which becomes effective, in accordance with this Clause 6.3, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day..

7 Law and arbitration

(a) This Novation, Amendment and Restatement Agreement and any contractual or non-contractual obligations arising from or connected with this Supplemental Agreement shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Novation, Supplemental Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of the arbitration shall be Hong Kong.

(d) The arbitration proceedings shall be conducted in English.

(e) The law governing this Clause 7 (Law and arbitration) shall be English law.

(f) The number of arbitrators shall be three.

8 Waiver of immunity

To the extent that either the Original Charterer or the New Charterer has acquired or may, after the date of this Novation, Supplemental Agreement, acquire any immunity, with respect to itself and its revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and it irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings),

that Party irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of its obligations under this Novation, Supplemental Agreement.

Schedule 1
Effective Date Confirmation

To:

CHEMICAL TANKERS 30 INC (the "**Original Charterer**")

and

HAFNIA CHEMICAL TANKERS PTE. LTD. (the "**New Charterer**")

Effective Date Confirmation

We, **FORTUNE CHEM6 SHIPPING LIMITED**, refer to the Novation, Supplemental Agreement dated 2023 (the "**Supplemental Agreement**") executed by us, the Original Charterer and the New Charterer relating to a bareboat charter dated 30 July 2021 and executed by us (as owners) and the Original Charterer (as charterers) relating to the chemical/oil products tanker named "HAFNIA TANZANITE" with IMO number 9753703 (as supplemented pursuant to a supplemental agreement dated 3 July 2023, the "**Original Charter**").

We hereby confirm that all conditions precedent referred to in Clause 3.1 of the Novation, Amendment and Restatement Agreement have been satisfied. In accordance with Clauses 1.1 and 4 of the Novation, Amendment and Restatement Agreement, the Effective Date is the date of this confirmation, the novation, amendment and restatement of the Original Charter is now effective.

Dated 20

Signed:_____

For and on behalf of

FORTUNE CHEM6 SHIPPING LIMITED

Schedule 2
Conditions Precedent

1 **New Charterer and Hafnia Limited (the "New Guarantor", together with the New Charterer, the "New Obligors")**

(i) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each New Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each New Obligor, evidencing their respective approval of the relevant New Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(iii) *[Intentionally left blank]*

(iv) an original certificate of an authorised signatory of each New Obligor certifying that each copy document relating to it specified in this paragraph 1 is correct, complete and in full force and effect; and

(v) if applicable, the original power of attorney of each New Obligor under which any documents (including the New Transaction Documents) are to be executed or transactions undertaken by them.

2 **Original Charterer**

(i) a true extract of the unanimous consent in writing of the directors of the Original Charterer, evidencing its approval of this Agreement and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner;

(ii) if applicable, the original power of attorney of the Original Charterer under which any documents (including this Agreement) are to be executed or transactions undertaken by them; and

(iii) an original certificate of the secretary of the Original Charterer certifying that each copy document relating to it specified in this paragraph 1 is true, complete and in full force and effect.

3 **Current Technical Manager**

(i) copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of Thome Croatia d.o.o. (the "**Current Technical Manager**") and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(ii) a copy of the written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of the Current Technical Manager, evidencing its approval of the relevant New Technical Manager's Undertaking and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on its behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owner.

4 **Transaction documents**

(i) this Novation, Amendment and Restatement Agreement, duly executed by the Parties;

(ii) the duly executed guarantee and indemnity from the New Guarantor (the "**New Guarantee**");

(iii) the duly executed charterers' assignment from the New Charterer (the "**New Charterers' Assignment**);

(iv) the duly executed account charge in relation to the account opened with Citibank N.A., Singapore Branch in the name of the New Charterer with account number 0101083039 (the "**Cash Security Account**") from the New Charterer (the "**New Account Charge**"); and

(v) the duly executed manager's undertaking from the Current Technical Manager (the "**New Technical Manager's Undertaking**"),

in each case in substantially the same form as the equivalent documents under the Original Charter, together with all documents required by any of them (other than the letters of undertaking required under the New Charterers' Assignment).

5 **Legal opinions**

(i) A legal opinion of legal advisers to the Owner as to English law in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(ii) A legal opinion of legal advisers to the Owner as to the laws of the Republic of the Marshall Islands in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iii) A legal opinion of legal advisers to the Owner as to the laws of Singapore in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(iv) A legal opinion of legal advisers to the Owner as to the laws of Bermuda in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

(v) A legal opinion of legal advisers to the Owner as to the laws of Croatia in relation to the relevant New Transaction Document(s), or confirmation satisfactory to the Owner that such legal opinion will be issued.

6 **Fees**

Evidence that any fees, costs and expenses due from the Original Charterer under clauses 59 (*Fees and expenses*) and 62 (*Further indemnities*) of the Original Charter have been paid.

7 **Original Financial Statements**

The audited consolidated financial statements of the New Guarantor for the financial year ended 31 December 2022.

8 **Novation PDA**

The duly executed Novation PDA.

9 **Vessel documents**

Evidence that:

(i) the existing Vessel Management Agreement entered into between the Original Charterer and the Current Technical Manager has been novated to the New Charterer or a new Vessel Management Agreement has been entered into between the New Charterer and the Current Technical Manager; and

(ii) the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in relation to the Vessel (and other vessels) dated 1 May 2022 entered into between the Original Charterer and Hafnia Middle East DMCC has been novated to the New Charterer or a new pool agreement in relation to the Vessel (and other vessels) has been entered into between the New Charterer and Hafnia Middle East DMCC.

10 **Certificate of goodstanding** If required by the relevant local counsel, a copy of the certificate of good standing (or any equivalent document) of each of the New Obligors and the Original Charterer, each issued within one (1) month of the date of the relevant legal opinion referred to in paragraph 5 above.

11 **Cash Security Account**

Evidence that the Cash Security Account has been opened and the balance standing to the credit of the Cash Security Account is not less than the Minimum Amount.

12 **Related Vessels**

Evidence that the “Effective Date” (as defined in the novation, amendment and restatement agreement in relation to each Related Vessel) has occurred.

BARECON 2001

BIMCO STANDARD FORM

STANDARD BAREBOAT CHARTER

PART 1

1.	Shipbroker	2.	Place and date **Dated 28 January 2021 as amended and supplemented pursuant to a side letter dated 30 July 2021, as supplemented pursuant to a supplemental agreement dated 3 July 2023, and as novated, amended and restated pursuant to the novation, amendment and restatement agreement dated 2023**
3.	Owners/Place of business (Cl. 1) **Fortune Chem6 Shipping Limited** **1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong**	4.	Bareboat Charterers/Place of business (Cl. 1) **Hafnia Chemical Tankers Pte. Ltd.** **10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438**
5.	Vessel's name, call sign and flag (Cl. 1 and 3) **Name: Hafnia Tanzanite** **Call sign: V7RA6** **Flag of Actual Delivery Date: The Republic of the Marshall Islands**		
6.	Type of Vessel **chemical/oil products tanker**	7.	GT/NT **29,492 / 13,589**
8	When/Where built **2016** **STX Offshore & Shipbuilding Co., Ltd.**	9.	Total DWT (abt.) in metric tons on summer freeboard **49,478**
10.	Classification Society (Cl. 3) **American Bureau of Shipping**	11.	Date of last special survey by the Vessel's classification society **N/A**
12.	Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13.	Port or Place of delivery (Cl. 3) **As per MOA** Time for delivery (Cl. 4) **See Additional Clause 35 (Delivery)**	15.	Cancelling date (Cl. 5) **See Additional Clause 34 (Background)**
16.	Port or Place of redelivery (Cl. 15) **See Additional Clause 44 (Redelivery)**	17.	No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **N/A**

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18.	Running days' notice if other than stated in Cl. 4 **N/A**	19.	Frequency of dry-docking (Cl. 10(g)) **In accordance with Classification Society or flag state requirements**
20.	Trading limits (Cl. 6) **Trading worldwide always within International Navigating Limits, except in ports where the call of the Vessel (i) would result in breach of the applicable United Nations, United States or the Approved Flag State sanctions or (ii) would materially adversely affect the insurance cover of the Vessel.**		
21.	Charter period (Cl. 2) **120 months commencing from the Actual Delivery Date**	22.	Charter hire (Cl. 11) **See Additional Clause 40 (Hire)**
23.	New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **See Additional Clause 39(c) (Structural changes and alterations)**		
24.	Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 40 (Hire)**	25.	Currency and method of payment (Cl. 11) **US Dollars (see also Additional Clause 40 (Hire))**
26.	Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 40 (Hire)**	27.	Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28.	Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee (s) / Place of business) (Cl.12) **12 (b) applies; form of Financial Instrument and name of Mortgagee to be determined**	29.	Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies)
30.	Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**	31.	Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 32 (Definitions)**
32.	Latent defects (only to be filled in if period other than stated in Cl. 3)	33.	Brokerage commission and to whom payable (Cl. 27) **N/A**
34.	Grace period (state number of clear banking days) (Cl. 28) **See Additional Clause 52 (Termination Events)**	35.	Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) choose an item **See Additional Clause 79 (Enforcement)**
36.	War cancellation (indicate countries agreed) (Cl. 26(f) **N/A**		
37.	Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **No; Part III does not apply**	38.	Name and place of Builders (only to be filled in if PART III applies) **N/A**
39.	Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40.	Date of Building Contract (only to be filled in if PART III applies) **N/A**

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41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1)

(a) **N/A**

(b) **N/A**

(c) **N/A**

42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional)	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V
No; Part IV does not apply	**No; Part V does not apply**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies)	45. Country of the Underlying Registry (only to be filled in if PART V applies)
N/A	**N/A**

46. Number of additional clauses covering special provisions, if agreed

Clause 32 (Definitions) to Clause 83 (Discharge and re-assignment of Security)

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include

PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument ~~as~~**which falls under the definition of "Finance Document". See also Additional Clauses 32 (Definitions) and 33 (Interpretations).**

~~annexed to this Charter and stated in Box 28.~~

2. Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The **Agreed** Charter Period").

3. Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations, or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

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PART II

4. Time for Delivery

See Additional Clause 35 (Delivery).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Vessel shall not be delivered before the date~~
~~indicated in Box 14 without the Charterers' consent and~~
~~the Owners shall exercise due diligence to deliver the~~
~~Vessel not later than the date indicated in Box 15.~~
~~Unless otherwise agreed in Box 18, the Owners shall~~
~~give the Charterers not less than thirty (30) running days'~~
~~preliminary and not less than fourteen (14) running days'~~
~~definite notice of the date on which the Vessel is~~
~~expected to be ready for delivery.~~
~~The Owners shall keep the Charterers closely advised~~
~~of possible changes in the Vessel's position.~~

5. Cancelling

See Additional Clause 34 (Background).

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~**(a)** Should the Vessel not be delivered latest by the~~
~~cancelling date indicated in Box 15, the Charterers shall~~
~~have the option of cancelling this Charter by giving the~~
~~Owners notice of cancellation within thirty-six (36)~~
~~running hours after the cancelling date stated in Box~~
~~15, failing which this Charter shall remain in full force~~
~~and effect.~~
~~**(b)** If it appears that the Vessel will be delayed beyond~~
~~the cancelling date, the Owners may, as soon as they~~
~~are in a position to state with reasonable certainty the~~
~~day on which the Vessel should be ready, give notice~~
~~thereof to the Charterers asking whether they will~~
~~exercise their option of cancelling, and the option must~~
~~then be declared within one hundred and sixty-eight~~
~~(168) running hours of the receipt by the Charterers of~~
~~such notice or within thirty-six (36) running hours after~~
~~the cancelling date, whichever is the earlier. If the~~
~~Charterers do not then exercise their option of cancelling,~~
~~the seventh day after the readiness date stated in the~~
~~Owners' notice shall be substituted for the cancelling~~
~~date indicated in Box 15 for the purpose of this Clause 5.~~
~~**(c)** Cancellation under this Clause 5 shall be without~~

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~~prejudice to any claim the Charterers may otherwise~~
~~have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the ~~contracts of insurance~~**Insurances (as defined in Additional Clause 32 (Definitions))** (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes.

~~provided the Owners' prior approval has been obtained~~
~~to loading thereof.~~

7. Surveys on Delivery and Redelivery

~~(not applicable when Part III applies, as indicated in Box 37)~~
~~The Owners and Charterers shall each appoint~~
~~surveyors for the purpose of determining and agreeing~~
~~in writing the condition of the Vessel at the time of~~
~~delivery and redelivery hereunder. The Owners shall~~
~~bear all expenses of the On-hire Survey including loss~~
~~of time, if any, and the Charterers shall bear all expenses~~

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~~of the Off-hire Survey including loss of time, if any, at~~
~~the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection

Subject to Additional Clause 43 (Inspection), ~~T~~the Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf **in accordance with Additional Clause 43 (Inspection)**:-

(a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for **each** such inspection or survey shall be paid **in accordance with Additional Clause 43 (Inspection);** ~~by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

(b) in dry-dock ~~if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers~~ **in accordance with Additional Clause 43 (Inspection)**; and

(c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection**(s)** and survey**(s)** shall be paid **in accordance with Additional Clause 43 (Inspection).** ~~by the Owners.~~

All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever **reasonably** requested and shall whenever required by the Owners furnish them with full information regarding any **material** casualties or other accidents or damage to the Vessel.

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts~~,~~ **and** appliances ~~and of all consumable stores~~ on board the Vessel shall be made by the Charterers ~~in conjunction with the Owners~~ on delivery and again on redelivery of the Vessel **where the Vessel is not being transferred to the Charterers**. **Without limiting the foregoing,** ~~T~~the Charterers **shall also provide** ~~and~~ the Owners **with a complete inventory of** ~~, respectively, shall at the~~

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~~time of delivery and redelivery take over and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores ~~(excluding spare parts)~~ in the ~~said~~ Vessel ~~at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to~~ **on** redelivery of the Vessel. **See also Additional Clause 37 (Bunkers and luboils).**

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice **for vessels of this type**~~and, except as provided for in Clause 14(l), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

~~**(ii)** New Class and Other Safety Requirements - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation Costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in

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performance of this Charter without any delay. This obligation shall apply whether or not such

requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to

satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of me) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the ~~Charter Period~~**Agreement Term**

and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general

municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason

appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

(c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel,

as reasonably required. **See also Additional Clause 61 (Operational notifiable events).**

(d) Flag and Name of Vessel – **See Additional Clause 54 (Name of Vessel).** ~~During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag.~~ The Charterers shall **not** ~~also have the liberty~~, **unless** with the Owners' **prior written** consent, which shall not be unreasonably withheld, ~~to 244 change the flag and/or the name of the Vessel during~~ the Charter Period. **Any change to the flag of the Vessel shall be at the cost and expense of the Charterers (which shall include, without limitation, any Taxes payable in the state or jurisdiction of any flag state of the Vessel and costs of the Finance Parties (if applicable)).** ~~Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.~~

(e) Changes to the Vessel – **See Additional Clause 39 (Structural changes and alterations).** ~~Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their

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substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace**, renew or substitute** such items of equipment as shall be so damaged or worn as to be unfit for use **at the Charterers' own expense. Title to any such replacement, renewal or substitute shall remain with the Owners until such time as the title to the Vessel is transferred to the Charterers** . The Charterers are to procure that all repairs to or replacement of any

damaged, worn, or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but **title to such additional equipment shall be deemed to have passed to the Owners immediately upon such fitting (except for rental/leased items) and** the Charterers shall remove such equipment at the end of the **Charter** ~~p~~**P**eriod if requested by the Owners **unless the Charterers purchase the Vessel at the end of the Charter Period**. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever **required by the Classification Society**.~~the same may be necessary, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.~~

11. Hire

See Additional Clause 40 (Hire).

~~**(a)** The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated~~

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~~as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage

~~(only to apply if Box 28 has been appropriately filled in)~~

~~*) **(a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~*)~~ **(b)** The Vessel chartered under this Charter ~~is~~**may be** financed by a mortgage according to the Financial Instrument **in accordance with Additional Clause 47 (Owners' mortgage)**. The Charterers undertake to comply, and provide such Information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with ~~the~~**each** Financial Instrument. **See also Additional Clause 47 (Owners' mortgage).**~~The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably~~

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withheld.
*) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).

13. Insurance and Repairs

See Additional Clause 42 (Insurance).

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of sub-clause 13(a) and for repairs of latent defects according to Clause 3(c) above, including any deviation, shall be for the Charterers' account.

(b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial

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Instrument.
(d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.
(e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.
(f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.

14. Insurance, Repairs and Classification

(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).
(a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.
(b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.
(c) In the event that any act or negligence of the Charterers shall vi ate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.
(d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured

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repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.

(e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

(f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.

The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.

(g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.

(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.

(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.

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~~(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.~~

~~(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.~~

15. Redelivery

See Additional Clauses 44 (Redelivery) and 45 (Redelivery conditions).

~~At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite Notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.~~

~~The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.~~

~~Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class~~

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~~excepted.~~
~~The Vessel upon redelivery shall have her survey cycles~~
~~up to date and trading and class certificates valid for at~~
~~least the number of months agreed in Box 17.~~

16. Non-Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents **other than a Permitted Security Interest (as defined in Additional Clause 32 (Definitions))**, which might have priority over the title and interest of the Owners in the Vessel. ~~The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:~~

~~"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."~~

17. Indemnity

See also Additional Clause 62 (Further Indemnities).

(a) The Charterers shall indemnify the Owners against any loss, damage or expense **(including, without limitation, legal expense)** incurred by the Owners arising out of or in relation to **a breach of this Charter and/or** the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the ~~Charter Period~~**Agreement Term, except to the extent that such loss, damage or expense has solely resulted from the Owners' gross negligence or wilful misconduct**. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.

Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.

(b) If the Vessel be arrested or otherwise detained by

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reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (~~including~~ **excluding** ~~h~~**H**ire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

~~The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.~~

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or Obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale

See Additional Clause 53 (Sub-chartering and assignment).

~~**(a)** The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the~~

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currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.

23. Contracts of Carriage

*) (a) The Charterers are to procure that all documents issued during the ~~Charter Period~~**Agreement Term** evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) (b) The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~*) Delete as applicable.~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition / Acquisition

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") Irrespective of the date during the ~~Charter Period~~**Agreement Term** when "Requisition for Hire" may occur and irrespective of the

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length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the ~~Charter Period~~**Agreement Term**, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

~~**(b)** In the event of the Owners being deprived o their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or Political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land

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or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes danger-

ous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any

way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) If the insurers of the war risks insurance~~, when~~

~~Clause 14 is applicable,~~ should require payment of premiums and/or calls because, pursuant to the

Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums

because of War Risks, then **the Charterers shall pay to the relevant insurers directly** such premiums and/or calls ~~shall be reimbursed by the Charterers to the Owners at~~

~~the same time as the next payment of hire is~~ **immediately when such premiums and/or calls are** due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes,

sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recom-

mendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(iii) to comply with the terms of any resolution of the

Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has

the right to issue and give the same, and with

national laws aimed at enforcing the same to which

the Owners are subject, and to obey the orders

and directions of those who are charged with their

enforcement.

~~**(f)** In the event of outbreak of war (whether there be a~~

~~declaration of war or not) (i) between any two or more~~

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~~of the following countries: the United States of America;~~
~~Russia; the United Kingdom; France; and the People's~~
~~Republic of China, (ii) between any two or more of the~~
~~countries stated in Box 36, both the Owners and the~~
~~Charterers shall have the right to cancel this Charter,~~
~~whereupon the Charterers shall redeliver the Vessel to~~
~~the Owners in accordance with Clause 15, if the Vessel~~
~~has cargo on board after discharge thereof at~~
~~destination, or if debarred under this Clause from~~
~~reaching or entering it at a near, open and safe port as~~
~~directed by the Owners, or if the Vessel has no cargo~~
~~on board, at the port at which the Vessel then is or if at~~
~~sea at a near, open and safe port as directed by the~~
~~Owners. In all cases hire shall continue to be paid in~~
~~accordance with Clause 11 and except as aforesaid all~~
~~other provisions of this Charter shall apply until~~
~~redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated~~
~~in Box 33 to the Brokers named in Box 33 on any hire~~
~~paid under the Charter. If no rate is indicated in Box 33,~~
~~the commission to be paid by the Owners shall cover~~
~~the actual expenses of the Brokers and a reasonable~~
~~fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter~~
~~by either of the parties the party liable therefor shall~~
~~indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the~~
~~Owners shall indemnify the Brokers against any loss of~~
~~commission but in such case the commission shall not~~
~~exceed the brokerage on one year's hire.~~

28. Termination

See Additional Clauses 52 (Termination Events) and 57 (Total Loss).

~~(a) Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from~~
~~the service of the Charterers and terminate the Charter~~
~~with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with~~
~~Clause 11. However, where there is a failure to~~
~~make punctual payment of hire due to oversight,~~

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~~negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~

~~**(ii)** the Charterers fail to comply with the requirements of:~~

~~**(1)** Clause 6 (Trading Restrictions)~~

~~**(2)** Clause 13(a) (Insurance and Repairs) provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~

~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~

~~**(b)** Owners' Default~~

~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~

~~**(c)** Loss of Vessel~~

~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~

~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or~~

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~~resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~

~~**(c)** The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.~~

29. Repossession

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~**this Charter**, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners **and the Charterers shall procure that the master and crew follow the orders and directors of the Owners**.

~~The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably Practicable following the termination of the Charter.~~ The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution

See Additional Clause 79 (Enforcement).

~~***) (a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with~~

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the London Maritime Arbitrators Association(LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator

unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further

prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be

binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in

writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure

current at the time when the arbitration proceedings are commenced.

*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any

dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to

be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by

any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.

In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at

the time when the arbitration proceedings are commenced.

*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in

connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.

(d) Notwithstanding (a), (b) or (c) above, the parties

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may agree at any time to refer to media on any

difference and/or dispute arising out of or in connection

with this Contract.
In the case of a dispute in respect of which arbitration
has been commenced under (a), (b) or (c) above, the

following shall apply:
(i) Either party may at any time and from time to time
elect to refer the dispute or part of the dispute to

mediation by service on the other party of a written
notice (the "Mediation Notice") calling on the other
party to agree to mediation.
(ii) The other party shall thereupon within 14 calendar

days of receipt of the Mediation Notice confirm that
they agree to mediation, in which case the parties
shall thereafter agree a mediator within a further
14 calendar days, failing which on the application
of either party a mediator will be appointed promptly
by the Arbitration Tribunal ("the Tribunal") or such

person as the Tribunal may designate for that

purpose. The mediation shall be conducted in such
place and in accordance with such procedure and
on such terms as the parties may agree or, in the
event of disagreement, as may be set by the
mediator.
(iii) If the other party does not agree to mediate, that

fact may be brought to the attention of the Tribunal
and may be taken into account by the Tribunal when
allocating the costs of the arbitration as between

the parties.
(iv) The mediation shall not affect the right of either
party to seek such relief or take such steps as it

considers necessary to protect its interest.
(v) Either party may advise the Tribunal that they have
agreed to mediation. The arbitration procedure shall
continue during the conduct of the mediation but
the Tribunal may take the mediation timetable into
account when settling the timetable steps in the

arbitration.
(vi) Unless otherwise agreed or specified in the

mediation terms, each party shall bear its own costs
incurred in the mediation and the parties shall share
equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice
and confidential and no information or documents

disclosed during it shall be revealed to the Tribunal
except to the extent that they are disclosable under
the law and procedure governing the arbitration.
(Note: The parties should be aware that the media on

process may not necessarily interrupt time limits.)
(c) If Box 35 in Part I is not appropriately filled in, sub-clause
30(a) of this Clause shall apply. Sub-clause 30(d) shall
apply in all cases.
***)** Sub-clauses 30(a), 30(b) and 30(c) are alternatives;
indicate alternative agreed in Box 35.

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PART II

31. Notices

See Additional Clause 73 (Notices).

~~**(a)** Any notice to be given by either party to the other~~

~~party shall be in writing and may be sent by fax, telex,~~

~~registered or recorded mail or by personal service.~~

~~**(b)** The address of the Parties for service of such~~

~~communication shall be as stated in Boxes 3 and 4~~

~~respectively.~~

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PART III

1. Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction on to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specifications or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her

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acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim

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PART III

therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.

5. Survey on Redelivery

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the Condition of the Vessel at the time of redelivery. Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

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PART IV

See Additional Clause 56 (Purchase obligation and transfer of title). On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution version

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32. Definitions

In this Charter:

"**Account Bank**" means Citibank (or such other bank or financial institution as selected or designated by the Charterers and approved by the Owners from time to time (such approval not to be unreasonably withheld)).

"**Account Charge**" means the deed of charge over the Cash Security Account and all amounts from time to time standing to the credit to the Cash Security Account from the Charterers in favour of Fortune Chem6 Shipping Limited as security agent in connection this Charter and the Related Charters.

"**Actual Delivery Date**" means the date of delivery of the Vessel by the Owners to the Original Charterers under the Original Charter.

"**Actual Owners' Costs**" means the MOA Purchase Price.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Agreement Term**" means the period commencing on:

(i) for the purpose of Clause 10(b) (*Operation of the Vessel*), Clause 25 (*Requisition/Acquisition*), Clause 42 (*Insurance*) and Clause 51 (*Value maintenance clause*) only, the Actual Delivery Date; or

(ii) in any other cases, the Original Charter Date,

and terminating on the later of:

(a) the expiration of the Charter Period; and

(b) the date on which all money of any nature owed by the Obligors to the Owners under the Transaction Documents or otherwise in connection with the Vessel have been paid in full to the Owners and no obligations of the Obligors of any nature to the Owners or otherwise in connection with the Transaction Documents or with the Vessel remain unperformed or undischarged, (whether or not following (i) the occurrence of a Termination Event or (ii) the exercise of the Purchase Option in accordance with the terms of this Charter).

"**AML Laws**" means as to any Obligor and in relation to money laundering or terrorism, any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit, requirement, order or determination of any Governmental Agency, and the interpretation or administration thereof, in each case applicable to or binding upon such Obligor.

"**Applicable Rate**" means, subject to Clause 40(p) (*Cost of funds*), for any Hire Period, the percentage rate per annum which is the aggregate of (i) the Reference Rate applicable to that Hire Period and (ii) the Credit Adjustment Spread.

"**Approved Insurance Broker**" means Willis, Cap Marine and Georg Duncker or any other independent and reputable firm or firms of insurance brokers as the Charterers may appoint from time to time and in each case approved by the Owners.

"**Approved Commercial Manager**" means:

(a) Navig8 Chemicals Asia Pte. Ltd., Navig8 Chemical Tankers Inc, Navig8 Chemicals Pool Inc., Hafnia Middle East DMCC or Hafnia Pools Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the commercial management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Flag State**" means, in relation to the Vessel, the Republic of the Marshall Islands, or such other reputable flag approved by the Owners (such approval not to be unreasonably withheld).

"**Approved Manager**" means, in relation to the Vessel, either the Approved Commercial Manager or, as the context may require, the Approved Technical Manager.

"**Approved Technical Manager**" means:

(a) OSM Ship Management AS, Thome Croatia d.o.o., TB Marine Shipmanagement or Suntech Ship Management Pte. Ltd.; or

(b) any other reputable management company designated by the Charterers and approved by the Owners for the technical management of the Vessel (such approval to be given promptly by the Owners and not to be unreasonably withheld).

"**Approved Valuer**" means any one of Clarksons Valuations, SSY, Braemar Seascope Limited, Lilleaker Shipping Advisors, Grieg Shipbrokers and any other reputable and independent international ship brokers mutually agreed by the Charterers and the Owners.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration.

"**Break Costs**" means all costs, losses, premiums or penalties incurred by the Owners (including, without limitation (but without double-counting), all costs, losses, premiums or penalties incurred by the Owners under the Finance Documents) as a result of the receipt by the Owners of any payment under or in relation to the Transaction Documents on a day other than the due date for payment of the sum in question, or as a result of the Purchase Option Date not falling on a Hire Payment Date or as a result of the Termination Payment Date not falling on a Hire Payment Date, or as a result of any prepayment of any Principal Hire not falling on a Hire Payment Date.

"**Business Day**" means:

(a) for the purpose of the definition of "Variable Hire Determination Date", a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong and Shanghai and which is a US Government Securities Business Day: and

(b) in any other cases, a day (other than a Saturday or Sunday) on which banks are open for general business in Singapore, Hong Kong, New York and Shanghai.

"**BW Group**" means BW Group Limited, an exempted limited liability corporation incorporated under the laws of Bermuda with registered number 39869 and registered address at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM1189, Hamilton, HM EX, Bermuda.

"**Cash Security Account**" means the US Dollar account in the name of the Charterers opened or to be opened with the Account Bank, and includes any sub-account thereof and such account which is designated by the Owners and the Related Owners as the cash security account.

"**Change of Control Event**" means any one of the following events:

(a) the interests of Mr Andreas Sohmen-Pao, his immediate family and their respective heirs and successors, including trusts or similar arrangements of which they are individual or collective beneficiaries (together, the "**Sohmen Family Trust**") cease to beneficially hold more than fifty per cent. (50%) of the issued share capital of BW Group or such number of shares in the BW Group as carry more than fifty per cent. (50%) of the voting rights normally exercisable at a general meeting of BW Group; or

(b) BW Group ceases to beneficially and legally hold (directly or indirectly) twenty per cent. (20%) or more of the issued share capital of the Guarantor or such number of shares in the Guarantor as carrying twenty per cent. (20%) or more of the voting rights normally exercisable at a general meeting of the Guarantor; or

(c) the Charterers cease to be legally and beneficially one hundred per cent. (100%) owned (whether directly or indirectly) by the Guarantor; or

(d) any person or persons acting in concert or any entity other than BW Group (directly or via one or more intermediate holding companies):

  (i) acquires legally and/or beneficially, and either directly or indirectly, more than the percentage of the issued share capital of the Guarantor held by the BW Group (either directly or via one or more intermediate holding companies); or

  (ii) has the right or the ability to control, either directly or indirectly, the affairs or composition of the majority of the board of directors (or equivalent) of the Guarantor.

"**Charter Period**" means, subject to paragraph (j) (*Illegality*) of Clause 40 (*Hire*), Clauses 52 (*Termination Events*), 55 (*Purchase Option*) and 57 (*Total Loss*), the period of one hundred and twenty (120) consecutive months commencing from the Actual Delivery Date.

"**Charterers' Assignment**" means the deed of assignment executed or to be executed (as the case may be) by the Charterers in favour of the Owners in relation to certain of the Charterers' rights and interest in and to (among other things):

(a) the Earnings;

(b) the Insurances;

(c) the Requisition Compensation;

(d) the Initial Sub-Charter;

(e) any Sub-Charter which (1) is on demise chartering basis or (2) has a duration (taking into account any option to renew or extend) of more than twelve (12) months; and

(f) any Sub-Charter Guarantee.

"**Classification Society**" means the vessel classification society referred to in Box 10 (*Classification Society*) of this Charter or such other member of the International Association of Classification Societies (IACS) as the Charterers may select and the Owners and the Finance Parties (if any) may approve from time to time.

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertakings*) and signed by one director of the Guarantor substantially in the form set out in Schedule 4 (*Form of Compliance Certificate*).

"**Cost Balance**" means, at any time during the Agreement Term, an amount equal to the Actual Owners' Costs at the relevant time as may be reduced by payment, prepayment, or deemed payment of:

(a) the Upfront Hire; and

(b) the Principal Hire.

"**Credit Adjustment Spread**" means zero point two six one six one per cent. (0.26161%) per annum.

"**Default Termination**" means a Termination pursuant to the provisions of Clause 52 (*Termination Events*).

"**Earnings**" means all hires, freights, passage moneys, pool income and other sums payable to or for the account of the Charterers and/or the Sub-Charterers in respect of the Vessel including (without limitation) all earnings received or to be received from each Sub-Charter, all remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, compensation in respect of any requisition for hire, and damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach, termination or variation of any contract for the operation, employment or use of the Vessel.

"**Effective Date**" means the "Effective Date" as defined and determined under the Novation, Amendment and Restatement Agreement.

"**Environmental Approvals**" means any present or future permit, licence, approval, ruling, variance, exemption or other Authorisation required under the applicable Environmental Law.

"**Environmental Claim**" means any claim, proceeding, or formal notice by any governmental, judicial or regulatory authority or any other person which arises out of an Environmental Incident or an alleged Environmental Incident or which relates to any Environmental Law and, for this purpose, "claim" includes a claim for damages, compensation, contribution, injury, fines, losses and penalties or any other payment of any kind, including in relation to clean-up and removal, whether or not similar to the foregoing; an order or direction to take, or not to take, certain action or to desist from or suspend certain action; and any form of enforcement or regulatory action, including the arrest or attachment of any asset.

"**Environmental Incident**" means:

(a) any release, emission, spill or discharge into the Vessel or into or upon the air, sea, land or soils (including the seabed) or surface water of Environmentally Sensitive Material within or from the Vessel; or

(b) any incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water from a vessel other than the Vessel and which involves a collision between the Vessel and such other vessel or some other incident of navigation or operation, in either case, in connection with which the Vessel is actually or potentially liable to be arrested, attached, detained or injuncted and/or the Vessel and/or any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or

(c) any other incident in which Environmentally Sensitive Material is released, emitted, spilled or discharged into or upon the air, sea, land or soils (including the seabed) or surface water otherwise than from the Vessel and in connection with which the Vessel is actually or potentially liable to be arrested and/or where any Obligor and/or any operator or manager of the Vessel is at fault or allegedly at fault or otherwise liable to any legal or administrative action, other than in accordance with an Environmental Approval.

"**Environmental Law**" means any present or future law or regulation relating to pollution or protection of human health or the environment, to conditions in the workplace, to the carriage, generation, handling, storage, use, release or spillage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material.

"**Environmentally Sensitive Material**" means and includes all contaminants, oil, oil products, toxic substances and any other substance (including any chemical, gas or other hazardous or noxious substance) which is (or is capable of being or becoming) polluting, toxic or hazardous.

"**Fair Market Value**" means the fair market value of the Vessel as ascertained in accordance with paragraph (b) (*Valuations*) of Clause 51 (*Value maintenance clause*).

"**FATCA Deduction**" has the meaning given to such term in Clause 80 (*FATCA*).

"**Finance Document**" means any facility agreement, security document, fee letter and any other document designated as such by the Finance Parties and the Owners and which have been or may be (as the case may be) entered into between the Finance Parties and the Owners for the purpose of, among other things, financing or (as the case may be) refinancing all or any part of the Actual Owners' Costs.

"**Finance Party**" means:

(a) any Affiliate of the Owners; or

(b) any bank, financial institution, trust, fund, leasing company or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets,

which is or will be party to a Finance Document (other than the Owners and other entities which may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;

(d) the amount of any liability in respect of any finance or capital lease (other than any liability in respect of a finance or capital lease which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease);

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or hire purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction protecting against or benefit from fluctuations in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**GAAP**" means the International Accounting Standards, International Financial Reporting Standards and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board.

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Guarantor and its Subsidiaries from time to time.

"**Guarantee**" means the guarantee by the Guarantor in favour of the Owners in respect of the Obligors' obligations under the Transaction Documents.

"**Guarantor**" means Hafnia Limited, a company incorporated and existing under the laws of Bermuda with company registration number 49023 and registered office address at Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda.

"**Handling Fee**" means the non-refundable handling fee in an amount of zero point eight seven five per cent. (0.875%) of the Actual Owners' Costs.

"**Hire**" means each or any combination or aggregate of (as the context may require):

(a) the Upfront Hire;

(b) the relevant Principal Hire; and

(c) the relevant Variable Hire.

"**Hire Payment Date**" means the first day of each and any Hire Period, it being understood that there are altogether forty (40) Hire Payment Dates.

"**Hire Period**" means (a) for the first Hire Period, a period commencing on the Actual Delivery Date and ending on the date falling three (3) months thereafter and (b) for each and any successive Hire Period, a period commencing on the last day of the preceding Hire Period and ending on the date falling three (3) months thereafter, **provided that** if a Hire Period would otherwise extend beyond the expiration of the Charter Period, then such Hire Period shall terminate on the expiration of the Charter Period.

"**Historic Term SOFR**" means the most recent Term SOFR (i) as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of the relevant Hire Period and (ii) for a period of three (3) months.

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

"**Hong Kong**" means the Hong Kong Special Administrative Region of The People's Republic of China.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vessel issued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) to the International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulations 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning given to such term in Clause 41 (*Increase Costs*).

"**Indemnitee**" has the meaning given to such term in Clause 62 (*Further indemnities*).

"**Initial Sub-Charter**" means the Pool Agreement.

"**Initial Sub-Charterers**" means Hafnia Middle East DMCC.

"**Innocent Owners' Interest Insurances**" means all policies and contracts of innocent owners' interest insurance and innocent owners' additional perils (oil pollution) from time to time taken out by the Owners in relation to the Vessel.

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

"**Interpolated Historic Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the most recent applicable Term SOFR as of a US Government Securities Business Day (prior to 5:00 p.m. (New York time)) which is no more than three (3) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**Interpolated Term SOFR**" means, in relation to a Hire Period, the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(1) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the longest period (for which Term SOFR is available) which is less than three (3) months; or

(2) if no such Term SOFR is available for a period which is less than three (3) months, Overnight SOFR for the day which is two (2) US Government Securities Business Days before the Variable Hire Determination Date in respect of that Hire Period; and

(b) the applicable Term SOFR (as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period) for the shortest period (for which Term SOFR is available) which exceeds three (3) months.

"**ISM Code**" means the International Safety Management Code for the Safe Operation of Ships and for Pollution Prevention adopted by the International Maritime Organisation, as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISSC**" means a valid and current International Ship Security Certificate issued under the ISPS Code.

"**Long Stop Date**" has the meaning given to such term in the MOA.

"**Major Casualty Amount**" means two million US Dollars (US$2,000,000) or the equivalent in any other currency or currencies.

"**Manager's Undertaking**" means a written undertaking and confirmation of the Approved Commercial Manager or (as the case may be) the Approved Technical Manager executed or to be executed in favour of the Owners (in form and substance acceptable to the Owners).

"**Margin**" means three point six five per cent. (3.65%) per annum.

"**Market Disruption Rate**" means the percentage rate per annum which is the aggregate of the Reference Rate and the Credit Adjustment Spread.

"**MARPOL**" means the International Convention for the Prevention of Pollution from Ships adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, or financial condition of the Guarantor;

(b) the ability of any Obligor to perform its obligations under the Transaction Documents to which it is a party; or

(c) the validity, legality or enforceability of the Transaction Documents or the rights or remedies of the Owners under the Transaction Documents.

"**Minimum Amount**" means an amount equal to US$3,380,542.08.

"**MOA**" has the meaning given to such term in Clause 34 (*Background*).

"**MOA Purchase Price**" has the meaning given to such term in the MOA.

"**Mortgagees' Interest Insurances**" means all policies and contracts of mortgagees' interest insurance and mortgagees' additional perils (oil pollution) insurance from time to time taken out by any Finance Party in relation to the Vessel.

"**Novation, Amendment and Restatement Agreement**" means the novation, amendment and restatement agreement dated _____ 2023 in relation to the Original Charter and executed by the Owners, the Original Charterers and the Charterers.

"**Obligors**" means, together, the Charterers, the Guarantor and any person designated as such by the Owners and the Charterers from time to time and "**Obligor**" means any one (1) of them.

"**Original Financial Statements**" means, in relation to the Guarantor, its audited consolidated financial statements for the financial year ended 31 December 2022.

"**Original Charter**" means the bareboat charter dated the Original Charter Date and made between the Owners (as owners) and the Original Charterers (as charterers) in relation to the Vessel as amended and supplemented by a supplemental agreement dated 3 July 2023.

"**Original Charter Date**" means 30 July 2021.

"**Original Charterers**" means Chemical Tankers 30 Inc, a corporation incorporated under the laws of the Republic of the Marshall Islands with registration number 70858.

"**Overnight SOFR**" means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"**Owners' Account**" has the meaning given to such term in paragraph (e) of Clause 40 (*Hire*).

"**Party**" means a party to this Charter and "**Parties**" means both of them.

"**PDA**" means the protocol of delivery and acceptance in relation to the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 2 (*Form of Protocol of Delivery and Acceptance*) hereto.

"**Permitted Security Interest**" means:

(a) any Security Interest created by the Transaction Documents and the Finance Documents;

(b) unless a Termination Event has occurred and is continuing, any ship repairer's or outfitter's possessory lien for an amount not exceeding the Major Casualty Amount;

(c) any lien arising by operation of law in the ordinary course of her trading (other than for master's, officer's or crew's wages outstanding);

(d) any lien for salvage; and

(e) Security Interest the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pool Agreement**" means the pool agreement (titled "Hafnia Chemical IMO 2 MR Pool Agreement") in respect of the Vessel (and other vessels) dated 1 May 2022 and made between (a) the Initial Sub-Charterers and (b) the Original Charterers (as a participant) (the "**Original Pool Agreement**") as novated by a novation agreement dated 28 November 2023 and executed by (a) the Initial Sub-Charterers, (b) the Original Charterers and (c) the Charterers pursuant to which the Vessel is one of the Pool Vessels (as defined in the Original Pool Agreement), incorporating the time charter party bearing the same date and made between the same parties (as may be amended, supplemented and/or further novated from time to time).

"**Potential Termination Event**" means an event or circumstance which would, with the giving of any notice, the lapse of time, a determination of the Owners (or any combination of the foregoing) be a Termination Event.

"**Principal Hire**" has the meaning given to such term in sub-paragraph (a)(ii) of Clause 40 (*Hire*).

"**Project Documents**" means, together, the Transaction Documents, any Sub-Charter and any Sub-Charter Guarantee.

"**Purchase Obligation**" means the Charterers' obligation to purchase the Vessel at the applicable Purchase Obligation Price in accordance with Clause 56 (*Purchase obligation and transfer of title*).

"**Purchase Obligation Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 56 (*Purchase obligation and transfer of title*), being the aggregate of:

(a) seventeen point five per cent. (17.5%) of the Actual Owners' Costs; and

(b) all Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment.

"**Purchase Option**" means the option to purchase the Vessel at the applicable Purchase Option Price which the Charterers may exercise in accordance with Clause 55 (*Purchase Option*).

"**Purchase Option Date**" means:

(a) in respect of any purchase of the Vessel under or pursuant to paragraph (a) of Clause 55 *(Purchase Option*), the date indicated as such in the Purchase Option Notice, which shall be a Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date; and

(b) in respect of any purchase of the Vessel under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the date indicated as such in the Purchase Option Notice, which can be at any time on or after the Actual Delivery Date.

"**Purchase Option Notice**" means a written notice (in such form as the Owners and the Charterers may agree) which the Charterers may deliver to the Owners for the purpose of the Charterers exercising the Purchase Option.

"**Purchase Option Price**" means the amount due and payable by the Charterers to the Owners pursuant to Clause 55 (*Purchase Option*), being the aggregate of:

(a)

(i) if the purchase of the Vessel is under or pursuant to paragraph (a) of Clause 55 (*Purchase Option*):

(A) if the Purchase Option Date falls on or after the third (3rd) anniversary of the Actual Delivery Date but before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Purchase Option Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Purchase Option Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Purchase Option Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Purchase Option Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Purchase Option Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) if the purchase of the Vessel is under or pursuant to paragraph (b) or (c) of Clause 55 (*Purchase Option*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the Purchase Option Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the exercise of the Purchase Option and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Charterers' exercise of the Purchase Option; and

(f) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Quiet Enjoyment Letter**" means, in relation to the Vessel, a quiet enjoyment letter to be issued by the Finance Party (which becomes a mortgagee of the Vessel) in favour of the Charterers on market terms and in such form and substance as may be required by that Finance Party and acceptable to the Owners.

"**Reference Rate**" means, in relation to a Hire Period,

(b) a rate which is the applicable Term SOFR as of the Variable Hire Determination Date (prior to 5:00 p.m. (New York time)) in respect of that Hire Period and for a period of three (3) months; or

(c) as otherwise determined pursuant to Clause 40(n) (*Unavailability of Term SOFR*),

and if, in either case, the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Reference Rate shall be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

"**Related Charter**" means, in relation to each Related Vessel, the bareboat charter entered or to be entered into (as the case may be) between the relevant Related Owners (as owners) and the relevant Related Charterers (as bareboat charterers).

"**Related Charterers**" means, in relation to each Related Vessel, the bareboat charterer who has bareboat chartered or will bareboat charter (as the case may be) such Related Vessel pursuant to the terms of the Related Charter, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related MOA**" means, in relation to each Related Vessel, the memorandum of agreement pursuant to which the Related Owners acquired or will acquire title (as the case may be) to that Related Vessel.

"**Related Owners**" means, in relation to each Related Vessel, the owner who has acquired or will acquire (as the case may be) title to that Related Vessel pursuant to the terms of the Related MOA, as more particularly set out in Schedule 1 (*List of Related Vessels*) hereto.

"**Related Vessel**" means each of the vessels listed in Schedule 1 (*List of Related Vessels*) hereto.

"**Relevant Jurisdictions**" means, in relation to an Obligor:-

(a) its jurisdiction of incorporation;

(b) any jurisdiction where any asset subject to or intended to be subject to any Security Interest to be created by it pursuant to the relevant Security Document is situated;

(c) any jurisdiction where it conducts its business;

(d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it; and

(e) the jurisdiction where any asset of such Obligor which is subject to the relevant arbitral award or court judgment is situated,

and a "**Relevant Jurisdiction**" means each one of them.

"**Requisition Compensation**" means all compensation or other money which may from time to time be payable to the Charterers and/or the Sub-Charterers as a result of the Vessel being requisitioned for title or in any other way compulsorily acquired (other than by way of requisition for hire).

"**Restricted Party**" means a person or entity that is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, any Sanctions List; (ii) a national of, located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or (iii) otherwise a target of Sanctions ("**target of Sanctions**" signifying a person with whom a US person or other national of Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

"**Sanctions**" means the economic sanction laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("**OFAC**"), the United States Department of State and His Majesty's Treasury ("**HMT**") (together, the "**Sanctions Authorities**").

"**Sanctions List**" means the "Specially Designated Nationals and Blocked Persons" list maintained by the OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

"**Security Documents**" means, in relation to the Vessel, collectively the following:

(a) the Account Charge;

(b) the Charterers' Assignment;

(c) the Guarantee;

(d) any Subordination Deed (if any);

(e) each Manager's Undertaking;

(f) all notices and acknowledgments and other documents issued in relation to or in connection with the documents set out above; and

(g) any other document that may at any time be executed by any person guaranteeing, creating, evidencing or perfecting any Security Interest to secure all or part of all the Obligors' obligations under or in connection with the Transaction Documents,

and "**Security Document**" means any one of them.

"**Security Interest**" means a mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similar effect), in each case howsoever arising.

"**Settlement Date**" means, following a Total Loss of the Vessel, the earlier of:

(a) the date which falls on the earlier of:

(i) the date falling (x) one hundred and thirty five (135) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (a) or (b) of the definition of "Total Loss" and (y) ninety (90) days after the Total Loss Date in relation to a Total Loss as set out in paragraph (c) of the definition of "Total Loss"; and

(ii) the date falling one hundred and twenty (120) months after the Actual Delivery Date,

in each case, if such date is not a Business Day, the immediately preceding Business Day; and

(b) the date on which the Owners receive the Total Loss Proceeds in respect of the Total Loss.

"**Sub-Charter**" means:

(a) the Initial Sub-Charter; or

(b) any other charterparty or contract of employment in respect of the Vessel entered or to be entered into between the Charterers as disponent owners and any Sub-Charterers.

"**Sub-Charter Guarantee**" means any guarantee provided by a Sub-Charter Guarantor in favour of the Charterers in respect of the relevant Sub-Charterers' obligations under the relevant Sub-Charter.

"**Sub-Charter Guarantor**" means any sub-charter guarantor in connection with a Sub-Charter which is or will be a party to a Sub-Charter Guarantee.

"**Sub-Charterers**" means:

(a) the Initial Sub-Charterers; or

(b) any other sub-charterers which are or will be parties to the relevant Sub-Charter.

"Subordination Deed" means any subordination deed required by paragraph (ii) of Clause 49(i) (*Financial Indebtedness*), being in such form as the Owners may agree.

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

"**Tax**" or "**tax**" means any present and future tax (including, without limitation, value added tax, consumption tax or any other tax in respect of added value or any income), levy, impost, duty or other charge or withholding of any nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and "**Taxes**", "**taxes**", "**Taxation**" and "**taxation**" shall be construed accordingly.

"**Term SOFR**" means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Termination**" means the termination at any time of the chartering of the Vessel under this Charter.

"**Termination Event**" means each of the events specified in paragraph (a) (*Termination Events*) of Clause 52 (*Termination Events*).

"**Termination Notice**" has the meaning given to such term in (as the context may require):

(a) paragraph (j) (*Illegality*) of Clause 40 (*Hire*); or

(b) paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*).

"**Termination Payment Date**" means:

(a) in respect of a Termination in accordance with paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the date specified in the Termination Notice served on the Charterers pursuant to that Clause;

(b) in respect of a Default Termination, the date specified in the Termination Notice served on the Charterers pursuant to paragraph (c) (*Owners' options after occurrence of a Termination Event*) of Clause 52 (*Termination Events*) in respect of such Default Termination (which date shall be no earlier than 7 Business Days after the date of such Termination Notice); or

(c) in respect of a Total Loss Termination, the Settlement Date in respect of the Total Loss which gives rise to such Total Loss Termination.

"**Termination Sum**" means an amount representing the Owners' losses as a result of a Termination prior to the expiry of the Agreed Charter Period (other than by virtue of the Charterers exercising the Purchase Option in accordance with Clause 55 (*Purchase Option*)), which both parties acknowledge as a genuine and reasonable pre-estimate of the Owners' losses in the event of such Termination and shall consist of the following:

(a)

(i) in relation to a Termination Sum (other than that referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*)):

(A) if the Termination Payment Date falls before the fourth (4th) anniversary of the Actual Delivery Date, one hundred and two point five per cent. (102.5%) of the then current Cost Balance;

(B) if the Termination Payment Date falls on or after the fourth (4th) anniversary of the Actual Delivery Date but before the fifth (5th) anniversary of the Actual Delivery Date, one hundred and two per cent. (102%) of the then current Cost Balance;

(C) if the Termination Payment Date falls on or after the fifth (5th) anniversary of the Actual Delivery Date but before the sixth (6th) anniversary of the Actual Delivery Date, one hundred and one point five per cent. (101.5%) of the then current Cost Balance;

(D) if the Termination Payment Date falls on or after the sixth (6th) anniversary of the Actual Delivery Date but before the seventh (7th) anniversary of the Actual Delivery Date, one hundred and one per cent. (101%) of the then current Cost Balance;

(E) if the Termination Payment Date falls on or after the seventh (7th) anniversary of the Actual Delivery Date but before the eighth (8th) anniversary of the Actual Delivery Date, one hundred point five per cent. (100.5%) of the then current Cost Balance; or

(F) if the Termination Payment Date falls on or after the eighth (8th) anniversary of the Actual Delivery Date, one hundred per cent. (100%) of the then current Cost Balance;

(ii) in relation to a Termination Sum referred to under paragraph (j) (*Illegality*) of Clause 40 (*Hire*), the then current Cost Balance;

(b) all Hire due and payable, but unpaid, under this Charter by the relevant Termination Payment Date together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(c) all other Unpaid Sums due and payable together with interest accrued thereon pursuant to paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the due date for payment thereof up to the date of actual payment;

(d) Break Costs (if any);

(e) any documented legal costs and other expenses incurred by the Owners in respect of the Termination and any other documented costs, losses, liabilities and expenses incurred or suffered by the Owners in connection with any Finance Document as a result of the Termination;

(f) so long as the Vessel is not being transferred to the Charterers, all liabilities, costs and expenses so incurred in recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*); and

(g) any other sums as the Owners may be entitled to under the terms of this Charter, including (but not limited to) any payments referred to in paragraph (a) of Clause 17 (*Indemnity*) and Clause 62 (*Further indemnities*).

"**Test Date**" has the meaning given to such term in paragraph (a) (*Definitions*) of Clause 51(*Value maintenance clause*).

"**Third Parties Act**" means the Contracts (Rights of Third Parties) Act 1999.

"**Title Re-Transfer PDA**" means the protocol of delivery and acceptance in relation to the re-transfer of the Vessel to be executed between the Owners and the Charterers, substantially in the form of Schedule 3 (*Form of Title Re-Transfer Protocol of Delivery and Acceptance*) hereto upon expiration of the Charter Period.

"**Total Loss**" means, during the Charter Period:

(a) actual or constructive or compromised or agreed or arranged total loss of the Vessel;

(b) the requisition for title or compulsory acquisition of the Vessel by any Governmental Agency;

(c) the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel (not falling within (b) above), unless the Vessel is released and returned to the possession of the Owners or the Charterers within forty five (45) days after the capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture in question,

and for the purpose of this Charter, (i) an actual Total Loss of the Vessel shall be deemed to have occurred at the date and time when the Vessel was lost but if the date of the loss is unknown the actual Total Loss shall be deemed to have occurred on the date on which the Vessel was last reported, (ii) a constructive Total Loss shall be deemed to have occurred at the date and time at which a notice of abandonment of the Vessel is given to the insurers of the Vessel and (iii) a compromised, agreed or arranged Total Loss shall be deemed to have occurred on the date of the relevant compromise, agreement or arrangement.

"**Total Loss Date**" means, in relation to the Total Loss of the Vessel:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, arranged, agreed or compromised Total Loss of the Vessel, the earlier of:

  a. the date on which a notice of abandonment is given (or deemed or agreed to be given) to the insurers; and

  b. the date of any compromise, arrangement or agreement made with the Vessel's insurers in which the insurers agree to treat the Vessel as a Total Loss;

(c) in the case of capture, seizure, arrest, detention, hijacking, theft, condemnation as prize, confiscation or forfeiture of the Vessel, the date falling forty five (45) days after the date on which it happened; and

(d) in the case of any other type of Total Loss, the date (or the most likely date) on which it appears to the Owners that the event constituting the Total Loss occurred.

"**Total Loss Proceeds**" means the proceeds of the Insurances or any other compensation of any description in respect of a Total Loss unconditionally received and retained by or on behalf of the Owners in respect of a Total Loss.

"**Total Loss Termination**" means a Termination pursuant to the provisions of paragraph (a) (*Total Loss Termination*) of Clause 57 (*Total Loss*).

"**Transaction Documents**" means, together, this Charter, the MOA, the Security Documents and such other documents as may be designated as such by the Owners and the Charterers from time to time and "**Transaction Document**" means any one of them.

"**Unpaid Sum**" means any sum due and payable but unpaid by any Obligor under the Transaction Documents.

"**Upfront Hire**" means the non-refundable advance hire payment which the Original Charterers are obliged to pay upfront to the Owners, being an amount which equals thirty per cent. (30%) of the MOA Purchase Price.

"**US Dollars**", "**United States Dollars**", "**Dollars**", "**USD**", "**US$**" and "**$**" each means available and freely transferable and convertible funds in lawful currency of the United States of America.

"**US Government Securities Business Day**" means a day other than:

(a) a Saturday or Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

"**Valuation Report**" means, in relation to the Vessel, a desktop valuation report (without physical inspection) addressed to the Owners and prepared:

(a) by an Approved Valuer;

(b) on the basis of a charter-free sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing seller and a willing buyer.

"**Variable Hire**" has the meaning given to such term in sub-paragraph (a)(iii) of Clause 40 (*Hire*).

"**Variable Hire Determination Date**" means, in relation to a Hire Period, the date falling five (5) Business Days prior to the first day of such Hire Period.

"**Vessel**" means the chemical/oil products tanker named "HAFNIA TANZANITE" as more particularly described in Boxes 5 (*Vessel's name, call sign and flag*) to 10 (*Classification Society*) of this Charter.

"**Vessel Management Agreement**" means, in relation to the Vessel, each technical and/or commercial management agreement executed or to be executed (as the case may be) between (a) the relevant Approved Manager(s) (as technical and/or commercial manager (as the case may be)) and (b) the Charterers in each case in such form and substance as may be approved by the Owners.

33. Interpretations

(a) In this Charter, unless the context otherwise requires, any reference to:

(i) this Charter includes the Schedules hereto and references to Clauses and Schedules are, unless otherwise specified, references to Clauses of and Schedules to this Charter and, in the case of a Schedule, to such Schedule as incorporated in this Charter as substituted from time to time;

(ii) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor;

(iii) the term "**Vessel**" includes any part of the Vessel;

(iv) "**assets**" includes present and future properties, revenues and rights of every description;

(v) the "**Owners**", the "**Charterers**", any "**Guarantor**", any "**Obligor**", any " **Sub-Charterers**", any "**Sub-Charter Guarantor**", any "**Related Owners**", any "**Related Charterers**", or any other person include any of their respective successors, permitted assignees and permitted transferees;

(vi) a "**Project Document**" or any other agreement, instrument or document include such Project Document or other agreement, instrument or document as the same may from time to time by amended, modified, supplemented or novated;

(vii) the "**equivalent**" in one currency (the "**first currency**") as at any date of an amount in another currency (the "**second currency**") shall be construed as a reference to the amount of the first currency which could be purchased with such amount of the second currency at the spot rate of exchange quoted by the Owners at or about 11:00 a.m. (Shanghai time) two (2) business days (being a day other than a Saturday or Sunday on which banks and foreign exchange markets are generally open for business in Shanghai) prior to such date for the purchase of the first currency with the second currency for delivery and value on such date;

(viii) "**hereof**", "**herein**" and "**hereunder**" and other words of similar import means this Charter as a whole (including the Schedules) and not any particular part hereof;

(ix) "**including**" shall be constructed as "**including without limitation**" (and cognate expressions shall be construed similarly);

(x) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement, or official or judicial interpretation of any of the foregoing, in each case having the force of law and, if not having the force of law, in respect of which compliance is generally customary;

(xi) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(xii) "**month**" means, save as otherwise provided, a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last day in that calendar month;

(xiii) the word "**person**" or "**persons**" or to words importing persons include, without limitation, any state, divisions of a state, government, individuals, partnerships, corporations, ventures, government agencies, committees, departments, authorities and other bodies, corporate or unincorporated, whether having distinct legal personality or not;

(xiv) the "**winding-up**", "**dissolution**", "**administration**", "**liquidation**", "**insolvency**", "**reorganisation**", "**readjustment of debt**", "**suspension of payments**", "**moratorium**" or "**bankruptcy**" (and their derivatives and cognate expressions) of any person shall each be construed so as to include the others and any equivalent or analogous proceedings or event under the laws of any jurisdiction in which such person is incorporated or any jurisdiction in which such person carries on business;

(xv) "**protection and indemnity risks**" means the usual risks covered by a protection and indemnity association which is a member of the International Group of P&I Clubs, including pollution risks, extended passenger cover and the proportion (if any) of any sums payable to any other person or persons in case of collision which are not recoverable under the hull and machinery policies;

(xvi) a Potential Termination Event is "**continuing**" if it has not been remedied or waived and a Termination Event is "**continuing**" if it has not been waived; and

(xvii) words denoting the plural number include the singular and vice versa.

(b) Headings are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Charter.

(c) A time of day (unless otherwise specified) is a reference to Shanghai time.

34. Background

(a) ***The MOA*** By a memorandum of agreement (the "**MOA**") dated the Original Charter Date and made between the Owners (as buyers thereunder) and the Original Charterers (as sellers thereunder), the Owners have agreed to purchase and the Original Charterers have agreed to sell the Vessel subject to the terms and conditions therein.

(b) ***Transfer of ownership pursuant to MOA*** Accordingly the parties hereby agree that this Charter is subject to the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA.

(c) ***Cancelling Events*** If:

(i) the Vessel is not delivered by the Long Stop Date (or such later date as the Owners and the Charterers may agree); or

(ii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, it becomes unlawful for the Owners (as buyers) to perform or comply with any or all of their obligations under the MOA, or any of the obligations of the Owners under the MOA is not or ceases to be legal, valid, binding and enforceable; or

(iii) before the effective transfer of ownership of the Vessel to the Owners pursuant to the MOA, the MOA expires, is cancelled, terminated, rescinded or suspended or otherwise ceases to remain in full force and effect for any reason,

then (notwithstanding any rights and claims which the parties to the MOA may have against each other under the MOA) neither Party shall be liable to the other for any claim arising out of this Charter and this Charter shall immediately terminate and be cancelled (with the exception of Clause 17 (*Indemnity*) (Part II) and Clause 62 (*Further indemnities*)), **provided that:**

(A) the Owners shall be entitled to retain all fees paid by the Charterers pursuant to Clause 59 (*Fees and expense*) and, without prejudice to Clause 59 (*Fees and expenses*), if any fees which are or have been due and payable pursuant to such Clause but have not so been paid by the Charterers, the Charterers shall forthwith pay such fees to the Owners); and

(B) such payment shall not be construed as a penalty but shall represent an agreed estimate of the loss and damage suffered by the Owners in the cancellation of this Charter and shall therefore be paid as compensation to the Owners.

35. Delivery

(a) ***Conditions to delivery*** The obligation of the Owners to charter the Vessel to the Charterers pursuant to this Charter shall be subject to the following conditions:

(i) delivery of the Vessel by the Charterers to the Owners pursuant to the terms of the MOA (the Owners to render all such assistance as is necessary to complete such registration);

(ii) the Owners obtaining full title to the Vessel pursuant to the terms of the MOA;

(iii) no Termination Event having occurred which is continuing on or prior to the date of this Charter or the Actual Delivery Date;

(iv) the representations and warranties referred to in Clause 48 (Charterers' representations and warranties) being true and correct on the date of this Charter and the Actual Delivery Date;

(v) the Actual Delivery Date falling on or before the Long Stop Date (or such later date as may be agreed between the Owners (as buyers under the MOA) and the Charterers (as sellers under the MOA)); and

(vi) the Owners having received, or being satisfied that they will receive, the documents and evidence referred to in paragraph (a) (*Owners' conditions precedent*) of Clause 36 (*Conditions precedent*), in each case in all respects in form and substance satisfactory to them on or before the Actual Delivery Date

(b) ***Delivery and acceptance*** Provided that the conditions referred to in paragraph (a) (*Conditions to delivery*) above have been fulfilled or waived to the satisfaction of the Owners (which shall be evidenced in writing by the Owners), the Owners and the Charterers agree that:

(i) the Charterers shall, at their own expense and cost, upon the Actual Delivery Date arrange for the Vessel to be registered under the laws and flag of the Approved Flag State and in the name of the Owners as legal owner;

(ii) the Charterers shall take delivery of the Vessel from the Owners under this Charter (such delivery to be conclusively evidenced by a duly executed PDA) immediately following the acceptance of delivery of the Vessel by the Owners from the Charterers pursuant to the MOA;

(iii) the Charterers will accept the Vessel:

(A) on an "as is where is" basis in exactly the same form and state as the Vessel is delivered by the Charterers to the Owners pursuant to the MOA;

(B) in such form and state with any faults, deficiencies and errors of description; and

(C) for the avoidance of doubt, no underwater inspection shall be performed at the time of commencement of this Charter on the basis that any repairs required at the next scheduled dry-docking are the responsibility of the Charterers; and

(c) the Charterers shall have no right to refuse acceptance of delivery of the Vessel into this Charter if the Vessel is delivered to the Owners pursuant to the MOA, and shall be deemed to have accepted delivery of the Vessel under this Charter unconditionally without reservation upon her delivery under the MOA, and notwithstanding and without prejudice to the foregoing, the Owners and the Charterers nonetheless agree to enter into and execute the PDA on delivery of the Vessel under this Charter.

(d) ***No representation or warranty from Owners*** The Charterers acknowledge and agree that the Owners are not the manufacturer or original supplier of the Vessel which has been purchased by the Owners pursuant to the MOA, and have therefore made no representations or warranties in respect of the Vessel or any part thereof, and hereby waive all their rights in respect of any warranty or condition implied (whether statutory or otherwise) on the part of the Owners and all claims against the Owners howsoever the same might arise at any time in respect of the Vessel, or arising out of the design, construction, quality, classification, condition, operation, performance, capacity of the Vessel, fitness for use of the Vessel and the chartering thereof under this Charter (including, without limitation, in respect of the seaworthiness, merchantability or eligibility for particular trade or operation or otherwise of the Vessel).

(e) ***No liability from Owners*** In particular, and without prejudice to the generality of paragraph (d) (*No representation or warranty from Owners*) above, the Owners shall be under no liability whatsoever, howsoever arising, in respect of the injury, death, loss, damage or delay of or to or in connection with the Vessel or any person or property whatsoever, whether onboard the Vessel or elsewhere, and irrespective of whether such injury, death, loss, damage or delay shall arise from the unseaworthiness of the Vessel. For the purpose of this paragraph (e), "delay" shall include delay to the Vessel (whether in respect of delivery under this Charter or thereafter and any other delay whatsoever).

(f) ***Non-Obligation of Owners'*** The Charterers shall be responsible for the condition of the Vessel on the Actual Delivery Date without any obligation on the part of the Owners.

(g) ***No Replacement*** The Owners shall be under no obligation to supply any replacement vessel or any piece or part thereof during any period when the Vessel is unusable or suffers a Total Loss and shall not be liable to the Charterers or any other person as a result of the Vessel being unusable or a Total Loss.

36. Conditions precedent

(b) ***Owners' conditions precedent*** Notwithstanding anything to the contrary in this Charter, the obligations of the Owners to charter the Vessel to the Charterers under this Charter are subject to and conditional upon the Owners' receipt of following documents and evidence (in each case in form and substance acceptable to the Owners) on or before the Actual Delivery Date:

(i) an original of each of the Transaction Documents (other than the Account Charge) together with all documents required by any of them (other than the letters of undertaking referred to in the Charterers' Assignment) (which shall contain the Initial Sub-Charterers' acknowledgement that all Earnings payable under the Initial Sub-Charter shall be paid to an account designated by the Owners until the Owners notify the Initial Sub-Charterers to the contrary, and the Owners shall be under no obligation to so notify the Initial Sub-Charterers if (x) the Charterers have not complied with paragraph (ff) (*Account Charge*) of Clause 49 (*Charterers' undertakings*) or (y) a Potential Termination Event or a Termination Event has occurred);

(ii) certified true copies of the memorandum and articles of association (or equivalent documents) (and all amendments thereto) of each Obligor and any other documents required to be filed or registered or issued under the laws of their jurisdiction of incorporation to establish their incorporation;

(iii) certified true copies of written resolutions or (as the case may be) resolutions passed at meetings of the board of directors of each Obligor, evidencing their respective approval of the Transaction Documents and authorising appropriate officers, directors or attorneys to execute the same and to sign all notices required to be given hereunder or thereunder on their behalf or other evidence of such approvals and authorisations as shall be acceptable to the Owners;

(iv) certified true copies of written resolutions signed by all the holders of the issued shares in each Obligor, approving the terms of, and the transactions contemplated by, the Transaction Documents to which that Obligor is a party;

(v) an original certificate of an authorised signatory of each Obligor certifying that each copy document relating to it specified in this paragraph (a) is correct, complete and in full force and effect.

(vi) if applicable, the original power of attorney of each Obligor under which any document (including the Transaction Documents) are to be executed or transactions undertaken by them;

(vii) if applicable, copies (certified true where possible) of all Authorisations as may be necessary to authorise the performance by each of the Obligors of its obligations under the Transaction Documents to which it is or (as the case may be) will be a party, and the execution, validity and enforceability of such Transaction Documents;

(viii) originals or, if not available, certified true copies of the following:

(A) each duly executed Vessel Management Agreement;

(B) the duly executed Project Documents (other than the Transaction Documents);

(C) the Vessel's current IAPPC;

(D) the Vessel's classification certificate evidencing that it is free of all conditions of class from the Classification Society;

(E) each applicable Approved Technical Manager's current Document of Compliance (as such term is defined pursuant to the ISM Code);

(F) the Vessel's current Safety Management Certificate (as such term is defined pursuant to the ISM Code) and the Vessel's current ISSC; and

(G) the Original Financial Statements of the Guarantor and the Charterers,

in each case (and where applicable) together with all addenda, amendments or supplements;

(ix) evidence that:

(A) all the conditions precedents under clause 7 (*Conditions precedent and subsequent*) of the MOA have been, or, in the Owners' opinion, will be satisfied on the Actual Delivery Date;

(B) the Charterers have paid the Handling Fee and all other fees, costs and expenses that are due on or before the Actual Delivery Date in accordance with Clause 59 (*Fees and expenses*);

(C) all costs and expenses associated with the Vessel's registration under the laws and flag the Approved Flag State and in the name of the Owners have been paid by the Charterers in accordance with paragraph (b)(vii) (*Other costs and expenses*) of Clause 59 (*Fees and expenses*);

(D) the Vessel is insured in the manner required by the Transaction Documents (including, in particular, evidence that Innocent Owners' Interest Insurance has been arranged and that the Owners have been or will be reimbursed by the Charterers for all costs, premiums and expenses paid or incurred by the Owners in connection therewith), together with:

(1) ***intentionally left blank***

(2) evidence that the relevant loss payable clause (in a form as the Owners may approve) has been or will be endorsed on or attached to the policies, the cover notes or certificates of entry relating to the Insurances; and

(3) evidence that letters of undertaking (each in a form as the Owners may approve) will be issued;

(E) the Upfront Hire has been deducted from the Actual Owners' Costs or (as the case may be) paid in accordance with the terms of this Charter; and

(F) any process agent referred to in any Transaction Document has accepted its appointment;

(x) a market standard legal opinion of the legal advisers to the Owners in each of the following relevant jurisdictions in form and substance acceptable to the Owners:

(A) England and Wales;

(B) the Marshall Islands;

(C) Norway; and

(D) any other jurisdiction where any Approved Manager (that is required to give a Manager's Undertaking) is incorporated

or confirmation satisfactory to the Owners that such an opinion will be given;

(xi) a copy of any other Authorisation or other document, opinion or assurance which the Owners consider to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document (including, without limitation in relation to or for the purposes of any financing by the Owners); and

(xii) copies of the Vessel's certificate of registry and certificate of ownership and encumbrance, both dated the Actual Delivery Date (evidencing that the Vessel is registered under the laws and flag of the Approved Flag State and in the name of the Owners and that the Vessel is free from registered encumbrances and mortgages).

(c) ***Owners' discretion regarding conditions precedent*** If the Owners in their sole discretion agree at the request of the Charterers to deliver the Vessel under this Charter to the Charterers before all of the documents and evidence required under paragraph (a) (*Owners' conditions precedent*) above have been delivered to or to the order of the Owners, the Charterers undertake to deliver all outstanding documents and evidence to or to the order of the Owners no later than seven (7) Business Days after the Actual Delivery Date (or such later date as the Owners may agree in writing, acting in their sole discretion). The delivery of the Vessel by the Owners to the Charterers under this Charter shall not, unless otherwise notified by the Owners (acting in their sole discretion) to the Charterers in writing, be taken as a waiver of the Owners' right to require production of all the documents and evidenced required by this Clause 36.

(d) ***Certified true copies*** Each certified true copy document referred to this Clause 36 must be certified by a director, company secretary, legal representative or other duly authorised representative of the Charterers or (as the case may be) the Owners as being true and complete as at a date no later than the Actual Delivery Date.

37. Bunkers and luboils

(a) At delivery the Charterers shall take over all bunkers, lubricating oil, water and unbroached provisions in the Vessel without cost.

(b) At redelivery the Owners shall take over all bunkers, unused lubricating oil, water and unbroached provisions and other consumable stores in the Vessel without cost.

38. Further maintenance and operation

(a) ***Maintenance*** The good commercial maintenance practice under Clause 10 (*Maintenance and Operation*) (Part II) of this Charter shall be deemed to include:

(i) the maintenance and operation of the Vessel by the Charterers in accordance with:

(A) the relevant regulations, requirements and recommendations of the Classification Society;

(B) the relevant regulations, requirements and recommendations of the country and flag of the Vessel's registry;

(C) any applicable IMO regulations (including, without limitation, the ISM Code, the ISPS Code and MARPOL), relating to the safe operation of the Vessel;

(D) all other applicable regulations, requirements and recommendations, relating to the safe operation of the Vessel; and

(E) the Charterers' operations and maintenance manuals, relating to the safe operation of the Vessel;

(ii) the maintenance and operation of the Vessel by the Charterers taking into account:

(A) engine manufacturers' recommended maintenance and service schedules;

(B) builder's operations and maintenance manuals; and

(iii) recommended maintenance and service schedules of all installed equipment and pipework.

(b) ***Access to class records*** The Charterers covenant with the Owners to provide (at the Charterers' costs) access to class records and inspection records to the Owners upon the Owners' request.

(c) ***Extra equipment*** Any equipment that is found not to be required on board as a result of regulation or operational requirements is either to be, at the Charterers' option, removed at the Charterers' expense or to be maintained in operable condition.

39. Structural changes and alterations

(a) The Charterers shall make no structural changes in the Vessel or changes in the machinery, engines, appurtenances or spare parts thereof without in each instance first securing the Owners' consent thereto, except where any such change:

(i) does not have a material adverse effect on the Vessel's certification or the Vessel's fitness for purpose; and

(ii) will not materially diminish the value of the Vessel and/or have a material adverse effect on the safety, performance, value or marketability of the Vessel.

(b) Upon the occurrence of any Termination Event which is continuing, and if the Vessel is not being transferred to the Charterers pursuant to and in accordance with paragraph (f) (*Transfer of title*) of Clause 52 (*Termination Events*) and the Owners decide to retake possession of the Vessel, then the Charterers shall, in each case at their expense, restore the Vessel to its former condition unless the changes made are carried out:

(i) with the prior written consent of the Owners; or

(ii) to improve the performance, operation or marketability of the Vessel; or

(iii) as a result of a regulatory compliance.

(c) Any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation shall be for the Charterers' account and the Charterers shall not have any right to recover from the Owners any part of the cost for such improvements, changes or new equipment either during the Charter Period, or at redelivery of the Vessel. The Charterers shall not remove any such improvement structural changes or new equipment at redelivery of the Vessel. The Charterers shall upon request give written notice to the Owners of any such improvement, structural changes or new equipment.

40. Hire

(a) ***Hire during Charter Period*** In consideration of the Owners' agreement to charter the Vessel to the Charterers during the Charter Period pursuant to the terms hereof, the Charterers shall pay (or, in respect of the Upfront Hire only and subject to compliance with paragraph (i) below, be deemed to have paid) to the Owners each of the following sums on the relevant dates as follows:

(i) by way of advance hire which is payable upfront, an amount equal to the Upfront Hire on or before the Actual Delivery Date which:

(A) is non-refundable under any circumstances; and

(B) shall be set off against the Actual Owners' Costs in accordance with the MOA;

(ii) on each Hire Payment Date, by way of principal hire (each a "**Principal Hire**") an amount equal to one fortieth ($1/40^{th}$) of fifty two point five per cent. (52.5%) of the Actual Owners' Costs;

(iii) on each Hire Payment Date, by way of variable hire (each a "**Variable Hire**"), the variable hire then payable on the corresponding Hire Payment Date. The amount of Variable Hire payable on each Hire Payment Date is calculated in accordance with the following formula:

A x B x C

whereby

A = the Cost Balance immediately prior to the relevant Hire Payment Date
B = the aggregate of (i) the Margin and (ii) the Applicable Rate
C = a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Hire Payment Date (including that date) until, in respect of the Hire Payment Date of the final Hire Period during the Charter Period, the last day of such Hire Period (including that day), and, in respect of all other Hire Payment Dates, the next Hire Payment Date (not including that date).

(b) ***Accrual of Hire*** For the purpose of determining any Hire payment under paragraph (a) (*Hire during Charter Period*) above, Variable Hire shall accrue from and including the first (1st) day of the relevant Hire Period in accordance with paragraph (a) (*Hire during Charter Period*) above.

(c) ***Payment of Hire*** The Hire shall be paid in advance and on or before each Hire Payment Date (in respect of which time is of the essence) with the first Hire Payment Date falling on the Actual Delivery Date. Each Hire shall be received by the Owners by 3:00 p.m. (Hong Kong time) on the relevant Hire Payment Date (in respect of which time is of the essence).

(d) ***Non-Business Day*** Any payment provided herein due on any day which is not a Business Day shall be payable on the preceding Business Day.

(e) ***Payment account information*** All payments under this Charter shall be made to the account opened in the name of the Owners with such bank as the Owners may choose in Hong Kong, the details of which shall be notified by the Owners to the Charterers prior to the first Hire Payment Date (or such other account as the Owners may thereafter notify the Charterers in writing from time to time) (the "**Owners' Account**") for credit to the account of the Owners.

(f) ***Charterers' Hire payment obligation absolute*** Following delivery of the Vessel to, and acceptance by, the Charterers under this Charter, the Charterers' obligation to pay Hire on a "hell and high water" basis in accordance with this Clause 40 shall be absolute and unconditional irrespective of any contingency whatsoever including but not limited to:

(i) any set-off, counterclaim, recoupment, defence or other right which either party to this Charter may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss, destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use, possession or enjoyment of the Vessel by the Charterers for any reason whatsoever;

(iii) any unavailability of the Vessel, for any reason, including but not limited to any action or inaction by any Sub-Charterers, seaworthiness, condition, design, operation, merchantability or fitness for use or purpose of the Vessel or any apparent or latent defects in the Vessel or its machinery and equipment or the ineligibility of the Vessel for any particular use or trade or for registration of documentation under the laws of any relevant jurisdiction or lack of registration or the absence or withdrawal of any consent required under the applicable law of any relevant jurisdiction for the ownership, chartering, use or operation of the Vessel or any damage to the Vessel;

(iv) any lack or invalidity of title, registration, or the good standing of the Owners or any other defect in title, registration, or the good standing of the Owners provided such lack or invalidity of title or defect does not affect the quiet and peaceful use, possession and enjoyment of the Vessel;

(v) any failure or delay on the part of either party to this Charter, whether with or without fault on its part, in performing or complying with any of the terms, conditions or other provisions of this Charter;

(vi) any insolvency, bankruptcy, reorganisation, arrangement, readjustment of debt, dissolution, administration, liquidation or similar proceedings by or against the Owners, any Obligor, any Sub-Charterers, or any change in the constitution of the Owners, any Obligor, any Sub-Charterers or any Sub-Charter Guarantor;

(vii) any invalidity or unenforceability or lack of due authorisation of or any defect in this Charter or any Sub-Charter; or

(viii) any other cause which would but for this provision have the effect of terminating or in any way affecting the obligations of the Charterers hereunder,

it being the intention of the parties that the provisions of this Clause 40, and the obligation of the Charterers to pay Hire and make any payments under this Charter, shall (save as expressly provided in this Clause 40) survive any frustration and that, save as expressly provided in this Charter, no moneys paid under this Charter by the Charterers to the Owners shall in any event or circumstance be repayable to the Charterers. For the avoidance of doubt, the obligation of Charterers to pay Hire under this Charter shall not be affected by any breach of this Charter by the Owners, it being understood that the Charterers shall, in the event of such breach, be entitled to claim compensation for their losses, documented damages or expenses (excluding Hire paid under this Charter).

(g) ***All payments free from deductions***

(i) All payments of Hire and all other Unpaid Sums to the Owners pursuant to this Charter and the other relevant Transaction Documents shall be made in immediately available funds in US Dollars and free and clear of, and without deduction for or on account of, any bank charges and any other Taxes (including a FATCA Deduction).

(ii) In the event that the Charterers are required by any law or regulation to make any deduction or withholding (including a FATCA Deduction) on account of any taxes which arise as a consequence of any payment due under this Charter, then:

(A) the Charterers shall notify the Owners promptly after they become aware of such requirement;

(B) the Charterers shall remit the amount of such taxes to the appropriate taxation authority within any applicable time limits and in any event prior to the date on which penalties attach thereto; and

(C) such payment shall be increased by such amount as may be necessary to ensure that the Owners receive a net amount which, after deducting or withholding such taxes, is equal to the full amount which the Owners would have received had such payment not been subject to such taxes.

(iii) The Charterers shall forward to the Owners evidence satisfactory to the Owners that any such taxes have been remitted to the appropriate taxation authority within thirty (30) days of the expiry of any time limit within which such taxes must be so remitted or, if earlier, the date on which such taxes are so remitted.

(h) ***Default interest*** Subject to paragraph (a)(i) (*Non-payment*) of Clause 52 (*Termination Events*), if the Charterers fail to pay any amount payable by it under a Transaction Document on its due date, interest shall accrue on the Unpaid Sum from the day which is three (3) days of the due date up to the date of actual payment (both before and after judgment) at a rate which is two per cent. (2%) per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted Principal Hire for successive Hire Periods. Any interest accruing under this paragraph (h) shall be immediately payable by the Charterers on demand by the Owners. Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Hire Period applicable to that Unpaid Sum but will remain immediately due and payable.

(i) ***Hire payment obligation to survive termination*** In the event that this Charter is terminated for whatever reason, the Charterers' obligation to pay Hire and such other Unpaid Sum which (in each case) has accrued due before, and which remains unpaid, at the date of such termination shall continue notwithstanding such termination.

(j) ***Illegality*** In the event that it becomes unlawful or it is prohibited for the Owners to charter the Vessel to the Charterers pursuant to this Charter, then the Owners shall notify the Charterers of the relevant event and negotiate in good faith with the Charterers for a period of thirty (30) days from the date of the receipt of the relevant notice by the Charterers to agree an alternative. If such agreement is not reached within such thirty (30)-day period, the Parties agree that, in such circumstances, the Owners shall have the right to terminate this Charter by delivering to the Charterers a Termination Notice specifying a Termination Payment Date, whereupon the Charterers shall be obliged to pay to the Owners the Termination Sum in accordance with paragraph (d) (*Payment of Termination Sum*) of Clause 52 (*Termination Events*) and comply with such other terms and conditions as may be specified in such Termination Notice, and, for the avoidance of doubt, paragraph (f) (*Transfer of Title*) of Clause 52 (*Termination Events*) shall apply.

(k) ***Break Costs*** The Charterers shall, within three (3) Business Days of the Owners' demand, pay to the Owners the Break Costs.

(l) ***Certificates and determinations*** Any certification or determination by the Owners of a rate or amount under any Transaction Document is, in the absence of fraud or manifest error, conclusive evidence of the matters to which it relates.

(m) ***Day count convention*** Any Hire, interest, commission or fee accruing under an Transaction Document will accrue from day to day and is calculated on the basis of the actual number of days that will elapse or have elapsed and a year of 360 days (or, where the amount is payable in a currency other than US Dollars, such period as is customary for such currency).

(n) ***Unavailability of Term SOFR***

(A) If no Term SOFR is available for three (3) months, the applicable Reference Rate shall be the Interpolated Term SOFR.

(B) If paragraph (A) above applies but it is not possible to calculate the Interpolated Term SOFR, the applicable Reference Rate shall be the Historic Term SOFR.

(C) If paragraph (B) above applies but no Historic Term SOFR is available, the applicable Reference Rate shall be the Interpolated Historic Term SOFR.

(o) ***Market disruption*** If before close of business in Shanghai on the Variable Hire Determination Date for the relevant Hire Period, (1) no Reference Rate is available or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance would be in excess of the Market Disruption Rate, then Clause 40(p) (*Cost of funds*) shall apply to the Cost Balance for the relevant Hire Period.

(p) ***Cost of funds***

(i) If this Clause 40(p) applies for any Hire Period, then the Applicable Rate on the Cost Balance for that Hire Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event before the first day of that Hire Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Cost Balance and if such rate is less than zero then it shall be deemed to be zero.

(ii) If this Clause 40(p) applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Applicable Rate.

(iii) Any alternative basis agreed pursuant to sub-paragraph (ii) above shall be binding on all Parties.

(iv) If an alternative basis is not agreed pursuant to sub-paragraph (ii) above, the Applicable Rate shall continue to be determined in accordance with sub-paragraph (i) above.

41. Increased Costs

(a) ***Increased Costs*** Subject to paragraph (c) (*Exceptions*) below, the Charterers shall, within three (3) Business Days of a demand by the Owners, pay to the Owners the amount of any Increased Costs incurred by the Owners or any of the Owners' Affiliates as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation;

(ii) compliance with any law or regulation made after the Original Charter Date; or

(iii) the implementation or application of or compliance with Basel III, CRR or CRD IV or any other law or regulation which implements Basel III, CRR or CRD IV (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

In this Charter:

(i) "**Basel III**" means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(C) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

(ii) "**CRD IV**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended, supplemented or restated.

(iii) "**CRR**" means Regulation EU No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation EU No 648/2012, as amended, supplemented or restated.

(iv) "**Increased Costs**" means:

(A) a reduction in the rate of return from the Hire or on the Owners' (or any of the Owners' Affiliate's) overall capital;

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Transaction Document,

which is incurred or suffered by the Owners or any of the Owners' Affiliates to the extent that it is attributable to the Owners or any of the Owners' Affiliates having entered into any Transaction Document or funding or performing its obligations under any Transaction Document.

(b) ***Increased Cost claims***

(i) The Owners shall promptly notify the Charterers of any claim arising from paragraph (a) (*Increased Costs*) above and of the event giving rise to such claim.

(ii) The Owners shall, as soon as practicable after having made a demand in respect of such claim, provide a certificate confirming the amount of their Increased Costs.

(c) ***Exceptions*** Paragraph (a) (*Increased Costs*) above does not apply to the extent that any Increased Cost is:

(i) compensated for by a payment made under sub-paragraph (g)(ii)(C) (*All payments free from deductions*) of Clause 40 (*Hire*);

(ii) compensated for by a payment made under Clause 60 (*Stamp duties*);

(iii) attributable to a FATCA Deduction required to be made by either Party, an Obligor or a Finance Party (if applicable);

(iv) attributable to the wilful breach by the Owners (or an Affiliate of the Owners) of any law or regulation; or

(v) attributable to the implementation or application of, or compliance with, the "International Convergence of Capital Measurement and Capital Standards, a Revised Framework" published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the Original Charter Date (but excluding any amendment arising out of Basel III) ("**Basel II**") or any other law or regulation which implements Basel II (whether such implementation, application or compliance is by a government, regulator, the Owners or any of the Owners' Affiliates).

42. Insurance

(a) ***Charterers' obligation to place insurance*** During the Agreement Term, the Charterers shall at their expense keep the Vessel insured against fire and marine risks (including, without limitation, hull and machinery and excess risks), oil pollution liability risks, war (including, if applicable, "War Risks" as defined in paragraph (a) of Clause 26 (*War*)) and protection and indemnity risks (and any risks against which it is compulsory to insure for the operation for the Vessel):

(i) in US Dollars; and

(ii) in such market and on such terms as the Owners shall approve in writing, such approval not to be unreasonably withheld;

(b) ***Beneficiaries of insurances*** Such insurances shall be arranged by the Charterers to protect the interests of the Owners, the Charterers and (if any) the Finance Parties, and the Charterers shall be at liberty to protect under such insurances the interests of any Approved Manager and the interest of any other named assured or co-assured if the interest of such Approved Manager, other named assured or co-assured is limited:

(i) in respect of any insurances for hull and machinery and war risks:

(A) to any provable out-of-pocket expenses that they have incurred and which form part of any recoverable claim on underwriters; and

(B) to any third party liability claims where cover for such claims is provided by the policy (and then only in respect of discharge of any such claims made specifically against them); and

(ii) in respect of any insurances for protection and indemnity risks, to any recoveries they are entitled to make by way of reimbursement following discharge of any third party liability claims made specifically against them,

(c) ***Scope of insurance*** The policies of Insurance shall cover the Owners, the Charterers and (if any) the Finance Parties according to their respective interests. Subject to the approval of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

(d) ***Repairs etc. not covered by Insurances*** The Charterers shall also remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the Insurance and/or not exceeding any possible franchise(s) or deductibles provided for in the Insurance.

(e) ***H&M and war risks coverage*** The Charterers shall arrange that, at any time during the Agreement Term, the hull and machinery and war risks insurance (including increased value insurance) shall be:

(i) in an amount not less than the greater of:

(A) one hundred and twenty per cent. (120%) of the then current Cost Balance; and

(B) one hundred and twenty per cent. (120%) of the latest Fair Market Value of the Vessel ascertained prior to such time;

(ii) effected through internationally reputable insurer(s) or underwriter(s) approved by the Owners; and

(iii) on industry standard terms applicable at the time or otherwise on terms acceptable to the Owners.

(f) ***Protection and indemnity coverage*** The Vessel shall be entered in a protection and indemnity association which is a member of the International Group of P&I Clubs (the "**IG**") on customary terms and shall (i) include freight, demurrage and defence insurances and (ii) be covered against liability for pollution claims in an amount not less than one thousand million US Dollars (US$1,000,000,000) or the maximum amount of cover from time to time provided by members of the IG (if such maximum amount of cover is higher than one thousand million US Dollars (US$1,000,000,000)). The Charterers may only place protection and indemnity cover with a captive insurance company or any protection and indemnity association which is not a member of the IG if (A) prior written approval from the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) is obtained and (B) all of the documents required by the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)) are provided to the satisfaction of the Owners (acting on the instructions or with the approval of the Finance Parties (in each case if applicable)). All insurances shall include customary protection in favour of the Owners and (if any) the Finance Parties such as notice of cancellation and exclusion from liability for premiums or calls.

(g) ***Placing of Insurances and named assureds*** Without prejudice to paragraph (e) (*H&M and war risks coverage*) and paragraph (f) (*Protection and indemnity coverage*) above, the Charterers undertake to place the Insurances in such markets, in such currency and on such terms and conditions as are customary for owners of similar tonnage, and (unless any Insurances are placed directly and not through a broker) with an Approved Insurance Broker or such other first class and reputable brokers as the Owners shall have approved in writing.

(h) ***No alteration to terms of Insurances and supply of information*** The Charterers shall not materially alter the terms of any of the Insurances nor allow any person to be co-assured under any of the Insurances without the prior written consent of the Owners. The Charterers shall, (A) no later than ten (10) days before the proposed date of delivery under this Charter, and (B) at any other time upon request of the Owners, supply the Owners with such information as the Owners may in their discretion require with regard to the Insurances (including, without limitation, the main terms of the Insurances) and the brokers, underwriters or associations through or with which the Insurances are placed.

(i) ***Insurance reports*** The Charterers shall:

(i) reimburse the Owners on demand all costs and expenses incurred by the Owners in obtaining from time to time a report on the adequacy of the Insurances from an insurance adviser instructed by the Owners; and

(ii) procure that there is delivered to such insurance adviser all such information in relation to the Insurances as such insurance adviser may require.

(j) ***Payment of premiums etc.*** The Charterers undertake duly and punctually to pay all premiums, calls and contributions, and all other sums at any time payable in connection with the Insurances, and, at their own expense, to arrange and provide any guarantees from time to time required by any underwriters, protection and indemnity or war risks association. From time to time at the Owners' request, the Charterers will provide the Owners with (i) copies of all invoices issued by the brokers, underwriters or associations in respect of such premiums, calls, contributions and other sums, and (ii) evidence satisfactory to the Owners that such premiums, calls, contributions and other sums have been duly and punctually paid; that any such guarantees have been duly given; and that all declarations and notices required by the terms of any of the Insurances to be made or given by or on behalf of the Charterers to brokers, underwriters or associations have been duly and punctually made or given.

(k) ***Compliance with Insurances*** The Charterers will comply in all respects with all terms and conditions of the Insurances and will make all such declarations to brokers, underwriters and associations as may be required to enable the Vessel to operate in accordance with the terms and conditions of the Insurances. The Charterers will not do, nor permit to be done, any act, nor make, nor permit to be made, any omission, as a result of which any of the Insurances may become liable to be suspended, cancelled or avoided, or may become unenforceable, or as a result of which any sums payable under or in connection with any of the Insurances may be reduced or become liable to be repaid or rescinded in whole or in part. In particular, but without limitation, the Charterers will not permit the Vessel to be employed other than in conformity with the Insurances without first taking out additional insurance cover in respect of that employment in all respects to the satisfaction of the Owners, and the Charterers will promptly notify the Owners of any new material requirement imposed by any broker, underwriter or association in relation to any of the Insurances.

(l) ***Renewal of Insurances*** The Charterers will, no later than ten (10) days before the expiry of any of the Insurances renew them and shall, no later than ten (10) days before the expiry of any of the Insurances, give the Owners and, if applicable, the Finance Parties such details of those renewals as the Owners and, if applicable, the Finance Parties may require.

(m) ***Delivery of documents relating to Insurances*** The Charterers shall:

(i) deliver to the Owners and, if applicable, the Finance Parties, certified copies (and, if required by the Owners and/or (if applicable) any Finance Parties, the originals) of all policies, certificates of entry (endorsed with the appropriate notices of assignment and loss payable clauses as may be required by the Owners and, if applicable, the Finance Parties from time to time) and other documents relating to the Insurances (including, without limitation, receipts for premiums, calls or contributions);

(ii) procure that a loss payable clause (substantially in the form attached to the Charterers' Assignment) or, in the case of entries in a protection and indemnity association, a note of the Owners' interest in such form as the Owners may approve, shall be endorsed on or attached to the policies, cover notes or certificates of entry relating to the Insurances; and

(iii) procure that letters of undertaking (in such form as the Owners and, if applicable, the Finance Parties may approve) shall be issued to the Owners and, if applicable, the Finance Parties by the brokers, underwriters or associations through which the Insurances are placed (or, in the case of protection and indemnity or war risks associations, by their managers);

(n) ***Fleet cover*** If the Vessel is at any time during the Agreement Term insured under any form of fleet cover, the Charterers shall procure that those letters of undertaking contain confirmation that the brokers, underwriters or association (as the case may be) will not set-off claims relating to the Vessel against premiums, calls or contributions in respect of any other vessel or other insurance, and that the insurance cover of the Vessel will not be cancelled by reason of non-payment of premiums, calls or contributions relating to any other vessel or other insurance. Failing receipt of those confirmations, the Charterers will instruct the brokers, underwriters or association concerned to issue a separate policy or certificate for the Vessel in the sole name of the Charterers or of the Charterers' brokers as agents for the Charterers.

(o) ***Provision of information on casualty, accident or damage*** The Charterers shall promptly provide the Owners and, if applicable, the Finance Parties with full information regarding any casualty or other accident or damage to the Vessel including, without limitation, any communication with all parties involved in case of a claim under any of the Insurances.

(p) ***Step-in rights of Owners and Finance Parties*** The Charterers agree that, on and at any time after the occurrence of a Termination Event which is continuing, the Owners and, if applicable, the Finance Parties shall be entitled to:

(i) collect, sue for, recover and give a good discharge for all claims in respect of any of the Insurances;

(ii) pay collecting brokers the customary commission on all sums collected in respect of those claims;

(iii) compromise all such claims or refer them to arbitration or any other form of judicial or non-judicial determination; and

(iv) otherwise deal with such claims in such manner as the Owners and, if applicable, the Finance Parties shall in their discretion think fit.

(q) ***Total loss insurance proceeds*** Whether or not a Termination Event shall have occurred, the proceeds of any claim under any of the Insurances in respect of a Total Loss shall be paid and applied in accordance with Clause 57 (*Total Loss*).

(r) ***Payment of insurance proceeds***

(i) The Owners agree that any amounts which may become due under any protection and indemnity entry or insurance shall be paid to the Charterers to reimburse the Charterers for, and in discharge of, the loss, damage or expense in respect of which they shall have become due, unless, at the time the amount in question becomes due, a Termination Event shall have occurred and is continuing, in which event the Owners shall be entitled to receive the amounts in question and to apply them either:

(A) in reduction of the Termination Sum owed by the Charterers pursuant to paragraph (d) of Clause 52 (*Termination Events*); or

(B) at the option of the Owners, to the Charterers and/or other third parties in discharge of the liability in respect of which they were paid.

(ii) Without prejudice to the forgoing and subject to the terms of the Finance Documents (if any), all other claims in relation to the Insurances (other than in respect of a Total Loss), shall, unless and until the occurrence of a Termination Event which is continuing, in which event all claims under the relevant policy shall be payable directly to the Owners, be payable as follows:

(A) a claim in respect of any one casualty where the aggregate claim against all insurers does not exceed the Major Casualty Amount, prior to adjustment for any franchise or deductible under the terms of the relevant policy, shall be paid directly to the Charterers (as agent for the Owners) for the repair, salvage or other charges involved or as a reimbursement if the Charterers fully repaired the damage to the satisfaction of the Owners and paid all of the salvage or other charges; or

(B) a claim in respect of any one casualty where the aggregate claim against all insurers exceeds the Major Casualty Amount prior to adjustment for any franchise or deductible under the terms of the relevant policy shall, subject to the prior written consent of the Owners, be paid to the Charterers as and when the Vessel is restored to her former state and condition and the liability in respect of which the insurance loss is payable is discharged, and provided that the insurers may with such consent make payment on account of repairs in the course of being effected but, in the absence of such prior written consent shall be payable directly to the Owners.

(s) ***Settlement, compromise or abandonment of claims*** The Charterers shall not settle, compromise or abandon any claim under or in connection with any of the Insurances (other than a claim of less than the Major Casualty Amount arising other than from a Total Loss) without the prior written consent of the Owners and, if applicable, the Finance Parties.

(t) ***Owners' rights to maintain Insurances*** If the Charterers fail to effect or keep in force the Insurances, the Owners may (but shall not be obliged to) effect and/or keep in force such insurances on the Vessel and such entries in protection and indemnity or war risks associations as the Owners in their discretion consider desirable, and the Owners may (but shall not be obliged to) pay any unpaid premiums, calls or contributions. The Charterers will reimburse the Owners from time to time on demand for all such premiums, calls or contributions paid by the Owners, together with interest calculated in accordance with paragraph (h) (*Default interest*) of Clause 40 (*Hire*) from the date of payment by the Owners until the date of reimbursement.

(u) ***Environmental protection issues*** The Charterers shall comply strictly with the requirements of any legislation relating to pollution or protection of the environment which may from time to time be applicable to the Vessel in any jurisdiction in which the Vessel shall trade and in particular the Charterers shall comply strictly with the requirements of the United States Oil Pollution Act 1990 (the "**Act**") if the Vessel is to trade in the United States of America and Exclusive Economic Zone (as defined in the Act). Before any such trade is commenced and during the entire period during which such trade is carried on, the Charterers shall:

(i) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to the Charterers for the Vessel in the market;

(ii) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association in order to maintain such cover, and promptly deliver to the Owners copies of such declarations;

(iii) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly deliver to the Owners copies of reports made in respect of such surveys;

(iv) implement any recommendations contained in the reports issued following the surveys referred to in sub-paragraph (u)(iii) above within the shorter of (x) the relevant time limits contained in such reports, or (y) ten (10) Business Days, and provide evidence satisfactory to the Owners that the protection and indemnity insurers are satisfied that this has been done; and

(v) in addition to the foregoing (if such trade is in the United States of America and Exclusive Economic Zone):

(A) obtain and retain a certificate of financial responsibility under the Act in form and substance satisfactory to the United States Coast Guard and provide the Owners with evidence of the same;

(B) procure that the protection and indemnity insurances do not contain a US Trading Exclusion Clause or any other analogous provision and provide the Owners with evidence that this is so; and

(C) comply strictly with any operational or structural regulations issued from time to time by any relevant authorities under the Act so that at all times the Vessel falls within the provisions which limit strict liability under the Act for oil pollution.

(v) ***Mortgagees' Interest Insurance*** Any Finance Party shall be at liberty to take out a Mortgagees' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as that Finance Party may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners or such Finance Party for all costs, premiums and expenses paid or incurred by the Owners or that Finance Party in connection with any Mortgagees' Interest Insurance, but only to the extent corresponding to a Mortgagees' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(w) ***Innocent Owners' Interest Insurance*** The Owners shall be at liberty to, at any time during the Agreement Term, take out an Innocent Owners' Interest Insurance in relation to the Vessel for such amounts and on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time within seven (7) Business Days upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with any Innocent Owners' Interest Insurance, but only to the extent corresponding to an Innocent Owners' Interest Insurance for an amount not exceeding one hundred and twenty per cent. (120%) of the then current Cost Balance.

(x) ***Cooperation by the Charterers*** The Charterers agree and undertake that:

(i) in the event that the Charterers receive any payment in relation to the Insurances in contravention of this Charter, the Charterers will hold such payment on trust and on behalf of the Owners;

(ii) the Charterers will not refuse, withhold (or otherwise delay giving) consent to the payment of any amount which becomes payable to the Owners under the Insurances (to the extent that such payment is payable to the Owners in accordance with terms of this Charter);

(iii) at the request of the Owners and at the cost of the Charterers, place any other market standard insurance as may be requested by the Owners and/or the Finance Parties (if any);

(iv) from time to time on the written request of the Owners, the Charterers will promptly execute and deliver to the Owners all documents which the Owners may require for the purpose of obtaining any payment in relation to the Insurances (to the extent that such payment is payable to the Owners in accordance with the terms of this Charter).

(y) ***Freight, demurrage and defence*** To the extent not already covered under the Vessel's Insurances, the Owners shall be at liberty to, in relation to the Vessel, take out freight, demurrage and defence cover on such terms and conditions as the Owners may from time to time decide. The Charterers shall from time to time upon the Owners' demand reimburse the Owners for all costs, premiums and expenses paid or incurred by the Owners in connection with such cover.

43. Inspection

(a) ***Owners' right to inspect*** For so long as no Termination Event has occurred and is continuing, the Owners shall exercise the inspection rights under Clause 8 (*Inspection*):

(i) no more than once per calendar year on such date as the Owners may determine (and not at all if during a calendar year the Vessel is inspected pursuant to paragraph (c) (*Inspection during dry-docking*) below);

(ii) during normal business hours and upon written notice; and

(iii) so as not to disrupt the commercial operation of the Vessel,

and, in each case, the Charterers must grant or procure that the Owners and/or their representatives are given access to the Vessel, **provided that** the above shall not apply upon the occurrence of a Termination Event and the Owners shall, in such event, be entitled to inspect or survey or instruct a duly authorised surveyor to carry out such survey of the Vessel on their behalf at any time after the occurrence of a Termination Event.

(b) ***Inspection costs generally*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with Clauses 8 (*Inspection*) and paragraph (a) (*Owners' right to inspect*) above shall be for the account of the Charterers.

(c) ***Inspection during dry-docking*** The Charterers must give the Owners not less than one (1) month's prior notice of any scheduled dry-docking of the Vessel to be performed during the Charter Period, and must:

(i) permit and/or procure permission for, the Owners and/or any person designated by the Owners to inspect and survey the Vessel during such dry-docking (so long as such inspection is during normal business hours, is upon written notice and does not disrupt the dry-docking of the Vessel); and

(ii) provide, or procure the provision of, proper facilities for such inspection.

(d) ***Inspection costs during dry-docking*** All incurred and documented out-of-pocket costs and expenses of any visit, inspection or survey carried out in accordance with paragraph (c) (*Inspection during dry-docking*) above shall be for the account of the Charterers.

(e) ***No liability upon Owners regarding inspection*** The Owners shall not:

(i) have any duty or liability to make any visit, inspection or survey pursuant to this Charter; or

(ii) incur any liability or obligations by not making any inspection or have any liability arising out of any visit, inspection or survey.

44. Redelivery

Upon:

(a) the occurrence of any Termination Event which is continuing and if the Owners decide to withdraw the Vessel from the service of the Charterers pursuant to paragraph (c) of Clause 52 (*Owners' options after occurrence of Termination Event*); or

(b) the Owners deliver a Termination Notice to the Charterers under paragraph (j) of Clause 40 (*Hire*) but the Charterers fail to pay the relevant Termination Sum on the Termination Payment Date; or

(c) the expiry of the Agreed Charter Period (and subject to no Total Loss having occurred, no Purchase Option being exercised and no Purchase Obligation being fulfilled),

the Charterers shall, at their own cost and expense, redeliver or cause to be redelivered the Vessel to the Owners at a safe, ice free port where the Vessel would be afloat at all times in a ready safe berth or anchorage, in accordance with Clauses 15 (*Redelivery*) (Part II), 45 (*Redelivery conditions*) and 46 (*Survey on redelivery*).

If the Vessel is to be redelivered pursuant to paragraph (b) above, the Charterers shall give the Owners not less than ninety (90) running days' preliminary notice of expected date of redelivery and not less than seven (7) running days' definite notice of expected date of redelivery and port of redelivery.

45. Redelivery conditions

(a) ***Redelivery conditions*** In addition to what has been agreed in Clauses 15 (*Redelivery*) (Part II) and 44 (*Redelivery*), the condition of the Vessel shall at redelivery be as follows:

(i) the Vessel shall be free of any class conditions, recommendations and/or statutory breaches affecting the validity of its trading certificates;

(ii) the Vessel must be redelivered with all equipment and spares or replacement items which were on board at the time of the delivery under the MOA (save for any spare part or spare equipment which has been consumed in the course of operating the Vessel) and transferred to the Owners pursuant to the MOA and the log book (or a certified copy if the original cannot be provided) and other technical documentation which may be in the Charterers' possession shall promptly be forwarded to the Owners at the Charterers' expense;

(iii) the Vessel must be redelivered with all national and international trading certificates and hull/machinery survey positions for both class and statutory surveys free of any recommendation and qualifications valid and un-extended for a period of at least three (3) months beyond the redelivery date.

(iv) the Vessel shall have passed any flag or class surveys or inspections due within three (3) months after the date of redelivery and have its continuous survey system up to date;

(v) the Vessel shall be free and clear of all liens; and

(vi) without prejudice to any of the foregoing, the Vessel shall be in the same or as good structure, state, condition and class as she was when she was delivered to the Charterers under this Charter on the Actual Delivery Date, fair wear and tear excepted.

(b) ***Obligation to pay Hire to continue*** Unless and until such time as the Termination Sum is paid by the Charterers to the Owners in accordance with the terms of this Charter, the Charterers shall continue to pay Hire in accordance with the terms of this Charter.

46. Survey on redelivery

If the Vessel is not sold or transferred in accordance with this Charter (including pursuant to the exercise of a Purchase Option or fulfilment of the Purchase Obligation or any other reason whatsoever), and provided that it has not become a Total Loss, the Owners shall be entitled to appoint (at the cost of the Charterers) one independent surveyor for the purpose of determining and agreeing in writing the condition of the Vessel at redelivery. If the Vessel is not in the condition or does not meet the performance criteria required by Clause 45 (*Redelivery conditions*), a list of deficiencies together with the costs of repairing/remedying such deficiencies shall be prepared by the surveyor and the Charterers shall be obligated to, at their costs, repair/remedy all deficiencies identified in such list prior to redelivery.

47. Owners' mortgage

(a) ***Owners' funding arrangements*** The Charterers:

(i) acknowledge that the Owners may enter into certain funding arrangements with the Finance Parties in order to finance part of the Actual Owners' Costs, which funding arrangements may be secured, inter alia, by ship mortgages over the Vessel and (along with other related matters) the relevant Finance Documents **provided that** simultaneously with the Owners' execution of any such ship mortgages, the relevant Finance Parties shall issue a Quiet Enjoyment Letter in favour of the Charterers;

(ii) irrevocably consent to any assignment in favour of the Finance Parties of the Charterers' rights, title, interests and benefits in and to the Insurances, Earnings, Requisition Compensation, any Transaction Documents in favour of the Finance Parties pursuant to the relevant Finance Documents; and

(iii) without limiting the generality of paragraph (p) (*Further assurance (Finance Parties)*) of Clause 49 (*Charterers' undertakings*), undertake to promptly execute, provide or procure the execution or provision (as the case may be) of such further information or document as in the opinion of the Owners and/or the Finance Parties are necessary to effect the assignment referred to in sub-paragraph (ii) above and any assignment (by way of security) by the Owners of its rights in the Transaction Documents in favour of any Finance Party.

(b) ***Owners' right to assign*** Without prejudice to paragraph (a) (*Owners' funding arrangements*) of this Clause 47 (*Owners' mortgage*) or any other provisions in this Charter, the Owners may assign (by way of security) their rights under any Transaction Document to a Finance Party without the prior written consent of the Charterers.

48. Charterers' representations and warranties

(a) The Charterers make the representations and warranties set out in this Clause 48 to the Owners on the Effective Date:

(i) ***Status*** each Obligor:

(A) is a company or corporation (as applicable), duly incorporated in good standing and validly existing under the laws of its jurisdiction of incorporation; and

(B) has the power to own its assets and carry on its business as it is being conducted;

(ii) ***Binding obligations*** the obligations expressed to be assumed by each Obligor in the Transaction Documents to which it is a party are legal, valid, binding and enforceable obligations;

(iii) ***Non-conflict with other obligations*** the entry into and performance by each Obligor of, and the transactions contemplated by, the Transaction Documents to which it is a party do not and will not conflict with:

(A) any law or regulation applicable to it;

(B) its constitutional documents; or

(C) any material agreement or instrument binding on it or any of its assets;

(iv) ***Power and authority*** each Obligor has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents to which it is a party and the transactions contemplated thereunder;

(v) ***Validity and admissibility in evidence*** all Authorisations required:

(A) to enable each Obligor to lawfully enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party;

(B) to make each Transaction Document to which each Obligor is a party admissible in evidence in its Relevant Jurisdiction;

(C) for each Obligor to carry on its business; and

(D) to enable each relevant Obligor to create the Security Interest to be created by it under any Security Document to which it is a party and to ensure that such Security Interest has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect;

(vi) ***Governing law and enforcement***

(A) the choice of English law as the governing law of the Transaction Documents (other than the Account Charge) and the choice of Singapore law as governing law of the Account Charge will be recognised and enforced in the Relevant Jurisdiction of each Obligor; and

(B) any arbitral award granted in relation to any Transaction Document will be recognised and enforced in the Relevant Jurisdiction of each relevant Obligor and in the jurisdiction where any asset of such Obligor (which asset is subject to such arbitral award) is situated;

(vii) ***Deduction of Tax*** it is not required under the laws of any Relevant Jurisdiction of any Obligor to make any deduction for or on account of Tax from any payment any Obligor may make under any Transaction Document (including a FATCA Deduction);

(viii) ***No filing or stamp taxes*** under the laws of each Relevant Jurisdiction of each Obligor, it is not necessary that any Transaction Document to which such Obligor is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation thereto or the transactions contemplated thereby;

(ix) ***No Potential Termination Event***

(A) no Potential Termination Event or Termination Event is continuing or might be expected to result from any Obligor's entry into, or performance of the transactions contemplated by any Transaction Document to which such Obligor is a party; and

(B) no other event or circumstance is outstanding which constitutes a default or termination event (however described) under any other agreement or instrument which is binding on any Obligor or any of such Obligor's Subsidiaries or to which such Obligor's (or any of such Obligor's Subsidiaries') assets are subject and which might have a Material Adverse Effect;

(x) ***No misleading information***

(A) any factual information provided by or on behalf of the Charterers to the Owners was true and accurate in all material respects as at the date it was provided or as the date (if any) at which such information was stated;

(B) nothing has occurred or been omitted from the information so provided and no information has been given by or on behalf of the Charterers or withheld that results in the information provided by or on behalf of the Charterers being untrue or misleading in any material respect; and

(C) any financial projections provided by each relevant Obligor or on its behalf and delivered to the Owners in connection with this Charter have been prepared on the basis of most recent historical information and on the basis of reasonable and lawful assumptions.

(xi) ***Copies of Project Documents*** the copies of the Project Documents provided by the Charterers to the Owners in accordance with Clause 36 (*Conditions precedent*) are true and accurate copies of the originals and represent the full agreement between the parties to those Project Documents in relation to the subject matter of those Project Documents and there are no commissions, rebates, premiums or other payments due or to become due in connection with the subject matter of those Project Documents other than in the ordinary course of business or as disclosed to, and approved in writing by, the Owners.

(xii) ***Financial statements*** in relation to the Original Financial Statements:

(A) the Original Financial Statements were prepared in accordance with GAAP consistently applied;

(B) the Original Financial Statements give a true and fair view and represent the consolidated financial condition of the Guarantor and the Charterers and their respective operations during the relevant financial year save to the extent expressly disclosed in such financial statements; and

(C) there has been no material adverse change in the business or financial condition of the Guarantor or the Charterers since the date on which the relevant Original Financial Statements were drawn up;

(xiii) ***Pari passu ranking*** the payment obligations of each Obligor under each Transaction Document to which it is a party rank at least *pari passu* with the claims of all other unsecured and unsubordinated creditors of such Obligor, except for obligations mandatorily preferred by law applying to companies generally;

(xiv) ***No proceedings pending or threatened*** no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency have (to the best of the Charterers' knowledge) been started or threatened which, if adversely determined, might be expected to have a material adverse effect on the business, assets, financial condition or creditworthiness of any Obligor;

(xv) ***No immunity*** none of the Obligors nor any of its assets has any right to immunity from set-off, legal proceedings, attachment prior to judgment, other attachment or execution of judgment on the grounds of sovereign immunity or otherwise;

(xvi) ***Tax compliance and no tax claims:*** each Obligor has complied with all Tax laws and regulations applicable to it and its business and there are no tax claims commenced or threatened to commence against any Obligor;

(xvii) ***No insolvency*** none of the Obligors is insolvent or in liquidation or administration or subject to any other formal or informal insolvency procedure, and no receiver, administrative receiver, administrator, liquidator, trustee or analogous officer has been appointed in respect of the Charterers or all or any part of their assets;

(xviii) ***No breach of AML Laws*** none of the Obligors is, or will be, directly or indirectly, and whether knowingly or otherwise, involved in any transaction (including any sale and leaseback transaction):

(A) which is contrary to any AML Laws; or

(B) the proceeds of which have been used for any purpose that would breach any anti-bribery or anti-corruption legislation in jurisdictions in which any Obligor conduct its business;

(xix) ***No Restricted Party*** none of the Obligors is a Restricted Party, nor have they or any of their directors, or officers received notice or are aware of any claim, action, suit, proceeding or investigation against them with respect to Sanctions by a Sanctions Authority; and

(xx) ***Authorised signatories*** Any person specified as an authorised signatory of each Obligor under any Transaction Documents is duly authorised to sign all documents and notices on its behalf.

(b) Each representation and warranty in sub-paragraphs (a)(i) (*Status*) to (a)(v) (*Validity and admissibility in evidence*), (a)(x) (*No misleading information*) to (a)(xv) (*No immunity*) and (a)(xviii) (*No breach of AML Laws*) to (a)(xix) (*No Restricted Party*) above is deemed to be repeated by the Charterers by reference to the facts and circumstances then existing on each Hire Payment Date.

49. Charterers' undertakings

The Charterers hereby undertake to the Owners that they will comply in full and procure compliance (where applicable) with the following undertakings throughout the Agreement Term:

(a) ***Corporate status*** each Obligor will maintain its corporate existence as a body corporate duly organised and validly existing under the laws of its jurisdiction of incorporation;

(b) ***Authorisations*** each Obligor shall promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Owners of,

any Authorisation required by any applicable law to enable it to perform its obligations under the Transaction Documents to which it is a party, and to ensure the legality, validity, enforceability or admissibility in evidence of any Transaction Document;

(c) ***Compliance with laws*** each Obligor shall comply in all respects with all laws in all material respects to which it may be subject in its jurisdiction of incorporation, the Approved Flag State (or such other flag state as the Owners may consent to in writing) and any jurisdiction in which the Vessel is employed, if failure so to comply would have a Material Adverse Effect;

(d) ***Manager's Undertaking*** the Charterers shall procure that each Approved Manager shall enter into a Manager's Undertaking;

(e) ***Negative pledge*** the Charterers must not create or allow to exist any Security Interest (other than a Permitted Security Interest) on any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(f) ***Disposals*** the Charterers shall not enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any of its rights, title and interest in and to, and all benefits accruing to it under or pursuant to (A) the Transaction Documents, (B) the Vessel, (C) the Insurances, (D) the Requisition Compensation, or (E) the Earnings;

(g) ***Merger*** the Charterers shall not enter into any amalgamation, merger, demerger or corporate restructuring which would result in a Material Adverse Effect and shall procure that the Guarantor shall not enter into any merger which would result in a Material Adverse Effect.

(h) ***Change in control or ownership of the Charterers*** the Charterers shall procure that, except with the prior written consent of the Owners, no Change of Control Event shall occur;

(i) ***Intentionally left blank***

(j) ***Intentionally left blank***

(k) ***Financial statements*** the Charterers will supply or cause to be supplied to the Owners:

(i) as soon as the same become available, but in any event within one hundred and eighty (180) days after the end of each financial year of each of the Guarantor and the Charterers, the audited consolidated financial statements of the Guarantor and the unaudited financial statements of the Charterers for that financial year in English language;

(ii) as soon as the same become available, but in any event within ninety (90) days after the end of each financial half-year of each of the Guarantor and the Charterers, the unaudited semi-annual consolidated financial statements of each of the Guarantor and the Charterers for that financial half-year.

(l) ***Requirements as to financial statements*** the Charterers shall procure that:

(i) each set of financial statements delivered by the Charterers pursuant to paragraph (l) (*Financial statements*) above in relation to the Charterers and the Guarantor (each a "**Notifying Party**") shall be giving a true and fair view of the financial condition and operations of that Notifying Party as at the date at which, and for the period in relation to which those financial statements were drawn up; and

(ii) each set of financial statements delivered pursuant to paragraph (l) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the relevant Original Financial Statements unless, in relation to any set of financial statements, they notify the Owners that there has been a change in GAAP or financial reference periods and their auditors deliver to the Owners:

(1) a description of any change necessary for those financial statements to reflect GAAP and financial reference periods upon which the relevant Original Financial Statements were prepared; and

(2) sufficient information, in form and substance as may be required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the relevant Original Financial Statements.

(m) ***Compliance Certificate*** concurrently with the delivery of each set of the annual financial statements and the semi-annual financial statements in accordance with paragraph (l) (*Financial statements*) above, the Charterers shall deliver to the Owners a Compliance Certificate signed by one director of the Guarantor, certifying that, as at the date of such financial statements:

(i) the Guarantor is in compliance with the covenants and undertakings in Clause 50 (*Financial covenants*) (or if they are not in compliance, indicating the extent of the breach) and setting out the calculation of the covenants and undertakings in Clause 50 (*Financial covenants*); and

(ii) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of such Compliance Certificate or, if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

(n) ***Notifications: miscellaneous*** the Charterers shall:

(i) notify the Owners as soon as the Charterers become aware of, and shall procure the Guarantor to notify the Owners as soon as the Guarantor is aware of, the occurrence of any Potential Termination Event or Termination Event (including, without limitation, any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) being cancelled, suspended or otherwise ceasing to be in full force and effect) and in each case, shall keep the Owners fully informed of all developments;

(ii) notify the Owners in writing promptly upon becoming aware of (A) any Environmental Claim against the Charterers (or any other person) which is current, or pending in relation to the Vessel or (B) any Environmental Incident or alleged Environmental Incident in relation to the Vessel;

(iii) notify the Owners in writing promptly upon becoming aware of any Project Document being terminated, repudiated, cancelled or otherwise ceasing to remain in full force and effect;

(iv)

(x) disclose, and use best endeavours to procure the Sub-Charterers to disclose, all information in relation to any Sub-Charter, including (but not limited to) the main commercial terms of such Sub-Charter, any information in relation to fulfilment by any Sub-Charterers of their obligations pursuant to the relevant Sub-Charter and any other information which the Owners may request; and

(y) without prejudice to the foregoing

(A) deliver or procure the delivery to the Owners of, the employment status in respect of the Vessel together with (if requested by the Owners) the details of such employment (including, without limitation, the relevant contract of employment) every six (6) months during the Charter Period;

(B) provide to the Owners upon their request, a performance report on the pool (in which the Vessel is entered) showing the profitability of the Charterers during the immediately preceding three months;

(v) upon request of the Owners, procure that the Account Bank provides to the Owners, written statements of account showing all entries made to the credit and debit of the Cash Security Account during the immediately preceding calendar month; and

(vi) upon request of the Owners, the Charterers will supply or cause to be supplied to the Owners, written information on the budget, the actual operating expense and overall performance and maintenance of the Vessel during the immediately preceding six months.

(o) ***Further assurance (Finance Parties)*** the Charterers will from time to time, do and perform such other and further acts and execute and deliver any and all such other agreements, instruments and documents as may be necessary for the Owners or the Finance Parties (as the case may be) to:

(i) maintain and protect the existing rights and remedies of the Owners and/or the Finance Parties (as the case may be); or

(ii) carry out and effect the intent and purpose of this Charter, the other Transaction Documents and any Finance Document;

(p) ***Cessation of business*** the Charterers shall not cease or threaten to cease to carry on all or, in the opinion of the Owners, any material part of the Charterers' business;

(q) ***Environmental matters*** the Charterers shall:

(i) comply with, and procure each Approved Manager to comply with, all Environmental Law applicable to and in relation to using and operating the Vessel;

(ii) obtain, maintain and ensure compliance with all applicable Environmental Approvals in relation to using and operating the Vessel; and

(iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to the use and operation of the Vessel;

(r) ***Compliance with international convention etc.*** the Charterers shall procure that the Charterers and each Approved Manager shall comply with all international conventions, codes and regulations (including, without limitation, the ISM Code (or any replacement thereof) and the ISPS Code (or any replacement thereof)) applicable to each of them respectively;

(s) ***No dealings with Restricted Party or breach of Sanctions*** the Charterers will not, and will not permit or authorise any other person to directly utilise or employ the Vessel or to use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Transaction Documents to fund any trade, business or other activities:

(i) with a Restricted Party; or

(ii) in any other manner that would result in any Obligor, any Approved Manager or the Owners (if applicable) being in breach of any Sanctions or becoming a Restricted Party;

(t) ***Change of business*** the Charterers shall not change the nature and scope of their business from that carried on at the Effective Date;

(u) ***Project Documents*** the Charterers shall:

(i) comply with all their obligations under the Project Documents to which they are a party, and will procure that each other party (where that party is a member of the Group) shall comply with its obligations under the Project Documents to which it is a party; and

(ii) except with the prior written consent of the Owners, the Charterers shall not, and shall use their best endeavours to procure that no other party (where that party is a member of the Group) shall, amend, cancel, vary, novate, supplement, supersede, waive or terminate any Project Document to which it is a party;

(v) ***Conditions subsequent*** The Charterers shall deliver or cause to be delivered to the Owners:

(i) to the extent that any certificate received by the Owners pursuant to paragraph (a)(viii) of Clause 36 (*Conditions precedent*) was in provisional form at the time of the receipt, the corresponding formal certificate as soon as possible after the Charterers' receipt of the same from the relevant persons, and in any event prior to the expiry of the validity period of such provisional certificate; and

(ii) within ten (10) Business Days from the Actual Delivery Date, letters of undertaking in respect of the Insurances as required by the Transaction Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners;

(w) ***Cash Security Account*** the Charterers shall:

(i) procure that at any time during the Agreement Term the Minimum Amount is retained in the Cash Security Account, free and clear of any costs, fees, expenses, disbursements, withholdings or deductions; and

(ii) *[intentionally left blank]*

(iii) ensure that during the Agreement Term no sum may be withdrawn from the Cash Security Account without the prior written consent of the Owners.

(x) ***Classification*** the Charterers shall ensure that the Vessel maintains the highest classification required for the purpose of the relevant trade of the Vessel which shall be with the Vessel's Classification Society, in each case, free from any overdue recommendations and conditions;

(y) ***Cargo exclusion*** the Charterers shall ensure that the Vessel is used for transporting cargo that is fit for the Vessel in accordance with the Vessel's specification, Insurances and recommendations from the Classification Society;

(z) ***Provision of information*** the Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Obligor with the terms of the Transaction Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time request;

(aa) ***Reduction of capital*** unless approved by the Owners, neither the Charterers nor the Guarantor shall redeem or purchase or otherwise reduce any of its equity or any issued shares or any warrants or any uncalled or unpaid liability in respect of any of them or reduce the amount (if any) for the time being standing to the credit of its share premium account or capital redemption or other undistributable reserve in any manner save for distributions permitted by the terms of this Charter;

(bb) ***Increase in capital*** the Charterers shall not issue shares or other equity interests to anyone;

(cc) ***Distributions and other payments*** following the occurrence of a Termination Event that is continuing, the Charterers shall not make, declare or pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or *in specie*), including any interest and/or unpaid dividends, in respect of their equity or any issued shares or any warrants without the prior written consent of the Owners;

(dd) ***Sharing of Earnings*** except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not enter into any agreement or arrangement whereby the Earnings may be shared with any person (except under the Pool Agreement or with the other Obligors); and

50. Financial covenants

(a) ***Financial definitions*** For the purpose of this Clause 50, the following definitions shall apply:

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member of the Group) and periodic maintenance reserves) to their current market values.

"**Cash**" means, at any time:

(a) cash in hand legally and beneficially owned by a member of the Group; and

(b) cash deposits legally and beneficially owned by a member of the Group which are deposited with any deposit taking institution having a rating of at least A from Standard & Poor's Ratings Group or A3 from Moody's Investors Service or A from Fitch Ratings (each, an "**Acceptable Bank**"),

which in each case:

(i) is free from any Security Interest, other than pursuant to the Transaction Documents;

(ii) is at the free and unrestricted disposal of the relevant member of the Group by which it is owned; and

(iii) in the case of cash in hand or cash deposits held by a member of the Group other than the Guarantor, is capable or, upon the occurrence of a Termination Event, would become capable of being paid without restriction to the Guarantor, within five (5) Business Days of its request or demand therefor either by way of a dividend or by way of a repayment of principal (or the payment of interest thereon) in respect of an intercompany loan from the Guarantor to that Subsidiary.

"**Cash Equivalents**" means, at any time:

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America or any member state of the European Economic Area having a rating of at least AA from Standard & Poor's Ratings Group or AA2 from Moody's Investors Service or AA from Fitch Ratings, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;

(c) commercial paper not convertible or exchangeable to any other security:

(i) for which a recognised trading market exists;

(ii) which is issued by an issuer incorporated in the United States of America or any member state of the European Economic Area;

(iii) which matures within one year after the relevant date of calculation; and

(iv) which has a credit rating of at least A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating;

(d) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Ratings Group or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investors Service, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c) above and (iii) can be turned into cash on not more than five (5) days' notice; or

(e) any other debt security approved by the Owners, in each case, to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security Interest (other than under the Transaction Documents).

"**Credit Lines**" means any available credit lines of each member of the Group with a remaining tenor of at least six (6) months held with reputable international banks.

"**Current Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities on that day.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP)).

"**Minimum Liquidity**" means, on any day, the aggregate Cash and Cash Equivalents of each member of the Group and any available Credit Lines on a consolidated basis.

(b) ***Financial covenants*** The Charterers shall procure that the Guarantor will ensure that at all times during the Agreement Term:

(i) on a consolidated basis the Adjusted Equity shall at all times be no less than twenty-five per cent. (25%) of the aggregate of the Liabilities and Adjusted Equity;

(ii) on a consolidated basis the Adjusted Equity on the last day of any financial half-year shall at all times be no less than three hundred and fifty million US Dollars (US$350,000,000); and

(iii) on a consolidated basis, the Minimum Liquidity shall at all times be equal to or greater than sixty million US Dollars (US$60,000,000) of which thirty million US Dollars (US$30,000,000) may consist of Credit Lines.

(c) ***Financial testing***

(i) The financial covenants in this Clause 50 shall be tested by reference to each of the financial statements delivered pursuant to, as applicable, paragraph (l) (*Financial statements*) of Clause 49 (*Charterers' undertaking*) and/or each Compliance Certificate delivered pursuant to paragraph (n) (*Compliance Certificate*) of Clause 49 (*Charterers' undertaking*).

(ii) Any amount in a currency other than US Dollars is to be taken into account at its US Dollar equivalent calculated on the basis of the relevant rates of exchange used by the Guarantor in, or in connection with, its financial statements for that period.

(iii) When calculating the financial covenants in this Clause 50, the effect of all transactions between members of the Group shall be eliminated to the extent not already netted out on consolidation.

(iv) No item may be credited or deducted more than once in any calculation under this Clause 50.

(d) ***Most favoured nation clause*** The Charterers shall procure that any financial covenants which are binding upon the Guarantor and which are more onerous than that set out under Clause 50(b)(ii) above and/or more favourable to the relevant creditor than those set out above shall automatically and immediately apply to this Charter. The Charterers shall procure that the Guarantor keeps the Owner informed of any such financial covenants.

51. Value maintenance clause

(a) ***Definitions*** In this Clause 51:

"**Test Date**" means 31 December of each calendar year during the Agreement Term.

"**Value Maintenance Ratio**" means the ratio (expressed as a percentage) of:

(i) the Fair Market Value of the Vessel plus any additional cash already deposited into the Owners' Account to restore the Value Maintenance Threshold pursuant to sub-paragraph (c)(ii)(A) below; to

(ii) the aggregate of the then current Cost Balance.

"**Value Maintenance Threshold**" means the ratio (expressed as a percentage) of one hundred and twenty-five per cent. (125%).

(b) ***Valuations***

(i) For the purposes of testing the Value Maintenance Ratio on a Test Date, the Fair Market Value shall be the arithmetic mean of (x) the valuation from the Valuation Report issued by an Approved Valuer designated by the Owners and (y) the valuation from the Valuation Report issued by an Approved Valuer designated by the Charterers provided to the Owners in accordance with the requirements under this Clause 51, ***provided that***:

(A) in the absence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of such Valuation Reports (issued at or about the same time) once every twelve (12) months during the Agreement Term and any additional Valuation Report shall be at the Owners' cost;

(B) upon the occurrence of a Termination Event, the Charterers shall arrange, deliver to the Owners and bear the cost of the issuance of all Valuation Reports as may be required by the Owners (acting in their sole discretion); and

(C) if the lower valuation of the two Valuation Reports is less than ninety per cent. (90%) of the higher valuation of the two Valuation Reports, the Charterers shall at their cost obtain a third Valuation Report from a different Approved Valuer and the Fair Market Value shall be the arithmetic mean of the valuations from the two Valuation Reports which give the two closest valuations (or, if there are two sets of two closest valuations, from the two Valuation Reports which give the lowest valuations),

provided further that if the Charterers fail to deliver any Valuation Report in accordance with the requirements under this Clause 51, the Owners shall be entitled to arrange each such Valuation Report at the Charterers' cost.

(ii) Each Valuation Report to be provided for the purpose of sub-paragraph (b)(i) above shall be issued by an Approved Valuer and delivered to the Owners no later than forty five (45) days after the relevant Test Date.

(iii) If an Approved Valuer determines that the Fair Market Value shall fall within a range, the valuation as determined by such Approved Valuer should be the lower value of such range.

(iv) Each valuation shall be provided by an Approved Valuer in US Dollars.

(c) ***Value Maintenance Ratio***

(i) The Owners may test the Value Maintenance Ratio on any Test Date in accordance with the methodology described in sub-paragraph (b) (*Valuations*) above.

(ii) If, after conducting testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is less than the Value Maintenance Threshold, then the Charterers shall, within thirty (30) days of the Owners' demand, undertake any of the following at the Charterers' option (but always subject to Owners' prior approval):

(A) provide cash collateral in the amount of the shortfall and deposit the same in the Owners' Account; or

(B) prepay such part of the Principal Hire in inverse order of maturity (or, if no Principal Hire is payable any more, to prepay such part of the Cost Balance) in the amount of the shortfall (together with any Break Costs or other associated costs, expenses or penalties) (it being understood and the Owners and the Charterers hereby agree and acknowledge that any amount prepaid in accordance with this sub-paragraph (B) shall, once so applied by the Owners, not be refundable in any circumstance whatsoever),

in each case for the purpose of and in order to restore the Value Maintenance Ratio to the Value Maintenance Threshold.

(iii) If, after testing the Value Maintenance Ratio on the relevant Test Date, the Owners determine that the Value Maintenance Ratio is greater than one hundred and five per cent. (105%) of the Value Maintenance Threshold, the Owners shall notify the Charterers and, if the Charterers so request (and provided that no Termination Event and no Potential Termination Event has then occurred and is continuing), the Owners shall allow the release to the Charterers of such part of the cash collateral provided by the Charterers pursuant to sub-paragraph (c)(ii)(A) above, as shall reduce the Value Maintenance Ratio to one hundred and five per cent. (105%) of the Value Maintenance Threshold.

52. Termination Events

(a) ***Termination Events*** Each of the following events shall constitute a Termination Event:

(i) ***Non-payment*** any Obligor fails to pay on the due date any sum payable pursuant to the Transaction Document to which it is a party at the place and in the currency in which it is expressed to be payable unless its failure to pay is caused by administrative or technical error and payment is made within five (5) Business Days of its due date;

(ii) ***Specific covenants*** any Obligor fails duly to perform or comply with any of the obligations expressed to be assumed by or procured by the Charterers under any of Clause 42 (*Insurance*), Clause 49 (*Charterers' undertakings*) and Clause 50 (*Financial covenants*) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iii) ***Other obligations*** any Obligor does not comply with any provision of the Transaction Documents to which it is a party (other than those referred to in sub-paragraphs (a)(i) (*Non-payment*) and (a)(ii) (*Specific covenants*) above) **provided that** no Termination Event under this paragraph will occur if the failure to perform or comply is capable of remedy (to the extent that the Owners consider, in their absolution discretion, that such failure is capable of remedy) and is remedied to the satisfaction of the Owners within ten (10) Business Days after the earlier of (A) the Owners having given notice thereof to the relevant Obligor, and (B) any Obligor becoming aware of such failure to perform or comply;

(iv) ***Misrepresentation*** any representation or statement made or deemed to be made by any Obligor in or pursuant to a Transaction Document to which it is a party or any other document delivered by or on behalf of an Obligor under or in connection with any Transaction Document to which it is a party is or proves to have been incorrect or misleading in any material respect when made or repeated, or deemed to be made or repeated;

(v) ***Cross default***

(A) any Financial Indebtedness of the Charterers or any Related Charterers is not paid when due, taking into account any originally applicable grace period;

(B) any Financial Indebtedness of the Charterers is declared to be otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);

(C) any commitment for any Financial Indebtedness of the Charterers is cancelled or suspended by a creditor of the Charterers as a result of an event of default (however described); or

(D) any enforcement of any Security Interest over any assets of the Charterers in respect of any Financial Indebtedness,

provided that no Termination Event will occur under this sub-paragraph (a)(v) if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within sub-paragraphs (A) to (D) above is equal to or less than the lesser of (1) ten million US Dollars (US$10,000,000) (or its equivalent in any other currency or currencies) and (2) the lowest threshold amount for any cross default stated in the current or future documents entered into by the Charterers or (as the case may be) the Related Charterers with their counterparties in order that the Owners shall be treated no less favourably than any of these counterparties (for the purpose of this Clause 52(a)(v), the Charterers shall keep the Owners advised of any threshold amount for any cross default which has been agreed in any such document);

(vi) ***Insolvency***

(A) either of the Charterers and the Guarantor:

(1) is unable or admits inability to pay its debts as they fall due;

(2) suspends making payments on any of its debts; or

(3) by reason of actual financial difficulties, commences and concludes negotiations with one or more of its creditors (excluding the Owners in their capacities as such) with a view to rescheduling any of its indebtedness; or

(B) a moratorium is declared in respect of any indebtedness of any of the Charterers and the Guarantor;

(vii) ***Insolvency proceedings*** any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, liquidation, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of either of the Charterers and the Guarantor other than as part of a solvent reorganisation;

(B) a composition, assignment or arrangement with the creditors of either of the Charterers and the Guarantor; or

(C) the appointment of a liquidator, receiver, administrator or other similar officer in respect of either of the Charterers and the Guarantor, which is not discharged or dismissed within 14 days of appointment,

or any analogous procedure or step is taken in any jurisdiction, **provided that** this sub-paragraph (a)(vii) above shall not apply to any winding-up petition which is discharged or dismissed within ten (10) Business Days of commencement;

(viii) ***Adverse impact on Vessel operation*** for any reason whatsoever:

(A) any of the Safety Management Certificate and the Document of Compliance (such terms having the same meanings as are given to them in the ISM Code or the ISSC) (in each case in respect of the Vessel) is cancelled, suspended or otherwise ceases to be in full force and effect and such cancellation, suspension or cessation is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of such cancellation, suspension or cessation to the Charterers, and (II) the date any officer of the Charterer has actual knowledge of such cancellation, suspension or cessation; or

(B) the Vessel ceases to comply with the ISM Code or the ISPS Code and such non-compliance is not remedied by the Charterers to the Owners' satisfaction within ten (10) Business Days of the earlier of (I) the Owners giving notice of the non-compliance to the Charterers, and (II) the date that any responsible officer of the Charterers has actual knowledge of the non-compliance;

(ix) ***Repudiation of Transaction Documents*** an Obligor repudiates any of the Transaction Documents to which that Obligor is a party or evidences an intention to do so;

(x) ***Material adverse change*** any other event or events (whether related or not) occurs which is a material adverse change from the position applicable as at the Effective Date in the business, or financial condition of the Charterers or the Guarantor, the effect of which is to impair, delay or prevent the due fulfilment by the Charterers or the Guarantor of any of its material obligations or undertakings contained in a Transaction Document to which it is a party;

(xi) ***Change in control or ownership of the Charterers*** except with the prior written consent of the Owners, a Change of Control Event occurs;

(xii) ***Unlawfulness and invalidity*** it is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents, or any Transaction Document ceases to be in full force and effect;

(xiii) ***MOA termination events*** there occurs any event or circumstances referred to in clause 10 (*MOA Termination Events*) of the MOA; or

(xiv) ***Related Charter*** there occurs any event or circumstance referred to in clause 52 (*Termination Events*) of a Related Charter.

(b) ***Effect of a Termination Event*** A Termination Event shall constitute (as the case may be) either a repudiatory breach of, or breach of condition by the Charterers under, this Charter or an agreed terminating event the occurrence of which will (in any such case) entitle the Owners to exercise all or any of the remedies set out below in this Clause 52.

(c) ***Owners' options after occurrence of Termination Event*** Without prejudice to the forgoing or to any other rights of the Owners under the Charter, at any time after a Termination Event shall have occurred and be continuing following the lapse of any applicable grace period as specified in paragraph (a) (*Termination Events*) above, the Owners may (1) at their option and by delivering to the Charterers a Termination Notice, terminate this Charter with immediate effect or on the date specified in such Termination Notice, (2) withdraw the Vessel from the service of the Charterers without noting any protest and without interference by any court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners, and the Charterers shall redeliver the Vessel to the Owners in accordance with Clauses 44 (*Redelivery*) and 45 (*Redelivery conditions*) and (3) appoint any ship management company as replacement for any Approved Manager or any other manager which the Charterers may appoint pursuant to this Charter.

(d) ***Payment of Termination Sum*** On the Termination Payment Date in respect of any Termination in accordance with paragraph (c) (*Owners' options after occurrence of Termination Event*) above or paragraph of Clause 40(j) (*Illegality*), the Charterers shall pay to the Owners an amount equal to the Termination Sum.

(e) ***Owners' application of Termination Sum*** Following any termination to which this Clause 52 applies, all sums payable in accordance with paragraph (d) above shall be paid to such account or accounts as the Owners may direct and shall be applied in the Owners' sole discretion.

(f) ***Transfer of title*** If the chartering of the Vessel or, as the case may be, the obligation of the Owners to deliver and charter the Vessel to the Charterers is terminated in accordance with the terms of this Charter, the obligation of the Charterers to pay Hire shall cease once the Charterers have made the payment pursuant to paragraph (d) (*Payment of Termination Sum*) above to the satisfaction of the Owners, whereupon the Owners shall, in exchange of such payment, arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) to (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

(g) ***Charterers have no right to termination*** Save as otherwise expressly provided in this Charter, the Charterers shall not have the right to terminate this Charter any time prior to the expiration of the Agreement Term.

(h) ***Owners' rights cumulative*** The rights conferred upon the Owners by the provisions of this Clause 52 are cumulative and in addition to any rights which they may otherwise have in law or in equity or by virtue of the provisions of this Charter.

53. Sub-chartering and assignment

(a) ***Restrictions on sub-chartering generally*** The Charterers shall not, and (as the case may be) shall procure the Sub-Charterers not to, without the prior written consent of the Owners (such consent not to be unreasonably withheld):

(i) let the Vessel on any demise charter for any period;

(ii) enter into any time or consecutive voyage charter with a duration (taking into account any option to renew or extend) of more than twelve (12) months in respect of the Vessel (subject to paragraph (b) below);

(iii) except as may be permitted under the relevant Sub-Charter, de-activate or cold lay-up the Vessel; or

(iv) assign their rights under this Charter.

(b) ***Exceptions*** The restrictions in paragraph (a) above shall not apply to:

(i) the Initial Sub-Charter; or

(ii) any Sub-Charter which is on a time charter basis with a duration (taking into account any option to renew or extend) of more than twelve (12) months and which would not expire after the end of the Charter Period if and only if:

(A) the Charterers have, prior to their entering into of such Sub-Charter, notified the Owners in writing of such intended Sub-Charter and provided the Owners with any information which the Owners may request in respect of such Sub-Charter, including (but not limited to) the identity of the intended Sub-Charterers and the proposed terms of such Sub-Charter and the Owners have given their written consent to the identity of such Sub-Charterers and the proposed terms of such Sub-Charter; and

(B) the Charterers assign to the Owners all the Charterers' earnings arising out of and in connection with such Sub-Charter and all their rights and interest in such Sub-Charter on such conditions as the Owners may require and the Charterers shall serve a notice on any Sub-Charterers and shall:

(1) use best endeavours to obtain a written acknowledgement of such assignment from such Sub-Charterers in such form as is required by the Owners or any Finance Party (as the case may be);

(2) provide the Owners with written evidence of service of such notice on such Sub-Charterers; and

(3) procure that any conditions to be satisfied in order for the assignment to be effective have been satisfied.

(c) ***Demise charter*** The Charterers acknowledge that the Owners' consent to any sub-bareboat chartering may be subject (amongst other things) to (i) the Owners being satisfied as to the intended flag during such sub-bareboat chartering and (ii) an insurance assignment from the Sub-Charterers, in form and substance acceptable to the Owners being executed and delivered to the Owners.

54. Name of Vessel

The Charterers may at their own cost:

(i) choose the initial name of the Vessel, but may only change the initial name of the Vessel with the prior consent of the Owners (which is not to be unreasonably withheld); and

(ii) paint the Vessel in the colours, display the funnel insignia and fly the house flag as required by the Charterers from time to time.

55. Purchase Option

(a) ***Purchase Option – from the third anniversary of the Actual Delivery Date***

Subject to:

(i) no Total Loss under Clause 57 (*Total loss*) having occurred;

(ii) no Termination Event under Clause 52 (*Termination Events*) having occurred;

(iii) the Charterers' delivery of the Purchase Option Notice to the Owners at least ninety (90) days prior to the proposed Purchase Option Date; and

(iv) the Purchase Option Date being any Business Day falling on or after the third (3rd) anniversary of the Actual Delivery Date,

the Charterers may purchase the Vessel on that proposed Purchase Option Date for the Purchase Option Price.

(b) ***Purchase Option – Increased Costs***

If the Owners claim the Increased Costs from the Charterers under Clause 41 (*Increased Costs*) in an amount in excess of two hundred and fifty thousand US Dollars (US$250,000), the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (b).

(c) ***Purchase Option – disruption event***

If

(i) the Charterers will be prevented from performing their payment obligations under this Charter as a result of the Owners becoming a Restricted Party (the "**Disruption Event**");

(ii) such Disruption Event is not caused by, and is beyond the control of, the Obligors; and

(iii) such Disruption Event is continuing and deprives the Charterers of their quiet enjoyment of the Vessel in accordance with this Charter,

the Charterers may, by delivering a Purchase Option Notice to the Owners, purchase the Vessel on the Purchase Option Date for the Purchase Option Price.

For the avoidance of doubt, conditions (i), (ii) and (iii) set out in paragraph (a) above shall apply to any purchase of the Vessel by the Charterers pursuant to this paragraph (c).

(d) ***Title transfer upon exercise of Purchase Option*** In exchange for payment by the Charterers of the Purchase Option Price on the Purchase Option Date, the Owners shall arrange for title of the Vessel to be transferred to the Charterers in accordance with paragraphs (b) (*Title transfer*) and (c) (*"As is, where is" title transfer*) of Clause 56 (*Purchase obligation and transfer of title*).

56. Purchase obligation and transfer of title

(a) ***Purchase obligation – expiry of Agreed Charter Period*** Unless (i) Total Loss under Clause 57 (*Total loss*) has occurred, (ii) the Termination Sum has been paid in full in accordance with the terms of this Charter or (iii) the Purchase Option has been exercised in accordance with the terms of this Charter, the Owners shall be obliged to sell the Vessel to the Charterers or their nominee and the Charterers shall be obliged to purchase the Vessel or cause their nominee to purchase the Vessel on the date falling one hundred and twenty (120) months after the Actual Delivery Date by the Charterers' payment of the Purchase Obligation Price.

(b) ***Title transfer*** In exchange of full payment by the Charterers of:

(i) in each case as applicable:

(A) (in the case of the circumstances described in Clause 55 (*Purchase Option*) the Purchase Option Price;

(B) (in the case of the circumstances described in paragraph (a) (*Purchase obligation – expiry of Agreed Charter Period*) above) the Purchase Obligation Price; and

(ii) any other sums payable by the Charterers to the Owners under this Charter and subject to compliance with the other conditions set out in this Clause 56,

the Owners shall:

(C) transfer title to and ownership of the Vessel to the Charterers (or their nominee) by delivering to the Charterers (in each case at the Charterers' costs):

(1) a duly executed and notarised, legalised and/or apostilled (as applicable) original bill of sale; and

(2) the Title Re-Transfer PDA; and

(D) procure the deletion of any mortgage in relation to the Vessel at the Charterers' costs,

provided always that prior to such transfer or deletion (as the case may be) the Charterers shall have performed all their obligations in connection with this Charter and with the Vessel, including without limitation the full payment of all Unpaid Sums, taxes, charges, duties, costs and disbursements (including legal fees) in relation to the Vessel.

(c) ***"As is, where is" title transfer***

(i) The transfer in accordance with paragraph (b) (*Title transfer*) above shall be made in all respects at the Charterers' expense on an "as is, where is" basis and the Owners shall give the Charterers (or their nominee) no representations, warranties, agreements or guarantees whatsoever concerning or in connection with the Vessel, the Insurances, the Vessel's condition, state or class or anything related to the Vessel, expressed or implied, statutory or otherwise.

(ii) Without prejudice to sub-paragraph (i) above, the Charterers confirm that:

(A) as the Vessel will at all relevant times be in their physical possession and use pursuant to this Charter, they do not require any inspection of the Vessel; and

(B) they will accept unconditionally the Vessel and its classification records for the purpose of any transfer under this Clause 56.

(iii) The place of documentary closing shall be at such place or places as may be agreed by the parties in writing.

57. Total Loss

(a) ***Total Loss Termination*** If circumstances exist giving rise to a Total Loss, the Charterers shall promptly notify the Owners of the facts of such Total Loss. If the Charterers wish to proceed on the basis of a Total Loss and advise the Owners thereof, the Owners shall agree to the Vessel being treated as a Total Loss for all purposes of this Charter. The Owners shall thereupon abandon the Vessel to the Charterers and/or execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a Total Loss. Without prejudice to the obligations of the Charterers to pay to the Owners all monies then due or thereafter to become due under this Charter, if the Vessel shall become a Total Loss during the Charter Period, then the Charter Period shall end on the Settlement Date.

(b) ***Occurrence of Total Loss*** If the Vessel becomes a Total Loss during the Charter Period, the Charterers shall, on the Settlement Date, pay to the Owners the amount calculated in accordance with paragraph (c) (*Payment on Settlement Date*) below.

(c) ***Payment on Settlement Date*** On the Settlement Date, the Charterers shall pay to the Owners an amount equal to the Termination Sum as at the Settlement Date. The foregoing obligations of the Charterers under this paragraph (c) shall apply regardless of whether or not any moneys are payable under any Insurances in respect of the Vessel, regardless of the amount payable thereunder, regardless of the cause of the Total Loss and regardless of whether or not any of the said compensation shall become payable.

(d) ***Payment of Total Loss Proceeds*** All Total Loss Proceeds shall be paid to such account or accounts as the Owners may direct and shall be applied towards satisfaction of the Termination Sum and any other sums due and payable under the Transaction Documents. To the extent that there is any surplus after such application, such surplus shall be returned to the Charterers.

(e) ***Constructive Total Loss*** The Charterers shall, at the Owners' request, provide evidence satisfactory to the Owners as to the date on which the constructive total loss of the Vessel occurred pursuant to the definition of Total Loss.

(f) ***Payment unconditional*** The Charterers shall continue to pay Hire on the days and in the amounts required under this Charter notwithstanding that the Vessel shall become a Total Loss **provided always that** no further instalments of Hire shall become due and payable after the Charterers have made the payment required by paragraph (c) above.

58. Appointment of manager

(a) Subject to the other provisions of this Charter, the Owners confirm their consent to the appointment by the Charterers of:

(i) Navig8 Chemicals Asia Pte. Ltd. as the commercial manager of the Vessel; and

(ii) OSM Ship Management AS as the technical manager of the Vessel,

it being understood that each such appointment shall take effect on or before the Actual Delivery Date.

(b) The Charterers shall ensure that, at all times during the Agreement Term, the Vessel is managed by an Approved Manager.

59. Fees and expenses

(a) ***Handling Fee*** The Original Charterers shall pay to the Owners the Handling Fee not later than three (3) Business Days prior to the Actual Delivery Date.

(b) ***Other costs and expenses*** The Charterers shall bear all documented costs, fees (including legal fees) and disbursements incurred by the Owners and the Charterers in connection with:

(i) the negotiation, preparation and execution of this Charter, the other Transaction Documents and any Finance Documents;

(ii) the sale, purchase and delivery of the Vessel under the MOA and this Charter;

(iii) any amendment to, or any waiver or consent under, this Charter, any other Transaction Documents or any Finance Documents requested by the Charterers;

(iv) preparation or procurement of any survey, inspection, valuation, tax or insurance advice;

(v) the exercise of the Purchase Option pursuant to Clause 55 (*Purchase Option*) or the fulfilment of the Purchase Obligation pursuant to Clause 56 (*Purchase obligation and transfer of title*);

(vi) the occurrence of a Termination Event or a Total Loss;

(vii) the registration of the Vessel under the laws and flag of the Approved Flag State (or such other flag state as the Owners may consent to in writing); and

(viii) such other activities relevant to the transaction contemplated herein.

60. Stamp duties

The Charterers shall pay promptly all stamp, documentary or other like duties and Taxes to which the Charter, the MOA and the other Transaction Documents may be subject or give rise and shall indemnify the Owners on demand against any and all liabilities with respect to or resulting from any delay on the part of the Charterers to pay such duties or taxes.

61. Operational notifiable events

(a) ***Notifiable events*** The Owners are to be advised as soon as possible after the occurrence of any of the following events:

(i) when a material condition of class is applied by the Classification Society;

(ii) whenever the Vessel is arrested, confiscated, seized, requisitioned, impounded, forfeited or detained by any government or other competent authorities or any other persons;

(iii) whenever a class or flag authority refuses to issue or withdraw trading certification;

(iv) in the event of a fire requiring the use of fixed fire systems or collision / grounding amounting to an estimated repair cost exceeding the Major Casualty Amount;

(v) whenever the Vessel is planned for dry-docking, whether in accordance with paragraph (g) of Clause 10 (*Maintenance and Operation*) or any Sub-Charter, and whether routine or emergency;

(vi) any damage to the Vessel the repair costs of which (whether before or after adjudication) exceed the Major Casualty Amount;

(vii) when any material alteration is proposed to be made to the Vessel.

(b) Without limiting the generality of paragraph (a) (*Notifiable events*) above, the Charterers shall, upon the Owners' request during the Agreement Term, supply (or cause to be supplied) to the Owners all information (including copies where available) relating to the Vessel's operation.

62. Further indemnities

(a) ***Further indemnities*** Whether or not any of the transactions contemplated hereby are consummated, the Charterers shall, in addition and subject to the provisions under Clause 17 (*Indemnity*) (Part II) of this Charter and subject to sub-clause (b) below, indemnify, protect, defend and hold harmless the Owners and their officers, directors, agents and employees (collectively, the "**Indemnitees**") throughout the Agreement Term from, against and in respect of, any and all liabilities, obligations, losses, damages, penalties, fines, fees, claims, actions, proceedings, judgement, order or other sanction, lien, salvage, general average, suits, costs, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature (collectively, the "**Expenses**"), imposed on, suffered or incurred by or asserted against any Indemnitee, in any way relating to, resulting from or arising out of or in connection with, in each case, directly or indirectly, any one or more of the following (except to the extent that such Expenses have solely resulted from any Indemnitee's gross negligence or wilful misconduct):

(i) this Charter and any other Transaction Documents and any amendment, supplement or modification thereof or thereto requested by the Charterers;

(ii) the Vessel or any part thereof, including with respect to:

(A) the manufacture, design, possession, use or non-use, operation, maintenance, testing, repair, overhaul, condition, alteration, modification, addition, improvement, storage, seaworthiness, replacement of the Vessel or any part (including, in each case, latent or other defects, whether or not discoverable and any claim for patent, trademark, or copyright infringement and all liabilities, obligations, losses, damages and claims in any way relating to or arising out of spillage of cargo or fuel, out of injury to persons, properties or the environment or strict liability in tort);

(B) any claim or penalty arising out of violations by any Obligor, Approved Commercial Manager, Approved Technical Manager or any other person of any applicable law (including any law relating to safety at sea, the ISM Code, any Environmental Law or any Sanctions);

(C) any Environmental Claim;

(D) death or property damage of any party;

(E) any liens in respect of the Vessel or any part thereof; or

(F) any registration and/or tonnage fees (whether periodic or not) in respect of the Vessel payable to any registry of ships and any service fees payable to any service provider in relation to maintaining such registration at any registry of ships, including, without limitation, any registration fees and annual registration fees in connection with registering and maintaining the Owners as a foreign maritime entity (or its equivalent) in the Approved Flag State (or such other flag state as the Owners may consent to in writing) for the purpose of registering and maintaining the Owners' title with the relevant flag;

(iii) any breach of or failure to perform or observe, or any other non-compliance with, any covenant or agreement or other obligation to be performed by the Charterers under any Transaction Document to which it is a party or the falsity of any representation or warranty of the Charterers in any Transaction Document to which it is a party or the occurrence of any Termination Event;

(iv) in connection with:

(A) preventing or attempting to prevent the arrest, confiscation, seizure, taking and execution, requisition, impounding, forfeiture or detention of the Vessel; or

(B) securing or attempting to secure the release of the Vessel,

in each case in connection with the exercise of the rights of a holder of a lien created by the Charterers;

(v) incurred or suffered by the Owners in:

(A) procuring the delivery of the Vessel to the Charterers under Clause 35 (*Delivery*)

(B) recovering possession of the Vessel following termination of this Charter under Clause 52 (*Termination Events*); or

(C) arranging for a transfer of the Vessel's title in accordance with paragraph (d) (*Title transfer upon exercise of Purchase Option*) of Clause 55 (*Purchase Option*), or paragraph (b) (*Title transfer*) of Clause 56 (*Purchase obligation and transfer of title*);

(vi) arising from the Master or officers of the Vessel or the Charterers' agents signing bills of lading or other documents;

(vii) in connection with:

(A) the arrest, seizure, taking into custody or other detention of the Vessel by any court or other tribunal or by any governmental entity (including any prevention or attempt to prevent such arrest, seizure, taking into custody or other detention); or

(B) subjection to distress by reason of any process, claim, exercise of any rights conferred by a lien or by any other action whatsoever,

of the Vessel which are expended, suffered or incurred as a result of or in connection with any claim or against, or liability of, the Charterers or any other member of the Group, together with any costs and expenses or other outgoings which may be paid or incurred by the Owners in releasing the Vessel from any such arrest, seizure, custody, detention or distress.

(b) ***Cost indemnities*** The Charterers shall pay to the Owners promptly on the Owners' written demand the amount of all costs and expenses (including legal fees) incurred by the Owners in connection with the enforcement of, or the preservation of any rights under, any Transaction Document including (without limitation) any losses, costs and expenses which the Owners may from time to time sustain, incur or become liable for by reason of the Owners being deemed by any court or authority to be an operator, or in any way concerned in the operation, of the Vessel.

(c) ***Run-off indemnities*** Without prejudice to any right to damages or other claim which either party may, at any time, have against the other hereunder, it is hereby agreed and declared that the indemnities of the Owners by the Charterers contained in this Charter shall continue in full force and effect for a period of twenty four (24) months after the Agreement Term.

63. Set-off

The Owners may set off any matured and/or contingent obligation due from the Charterers under the Transaction Documents against any obligation (whether matured or not) owed by the Owners to the Charterers, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation at a market rate of exchange in their usual course of business for the purpose of the set-off.

64. Further assurances and undertakings

(a) Each Party shall make all applications and execute all other documents and do all other acts and things as may be necessary to implement and to carry out their obligations under, and the intent of, this Charter.

(b) The Parties shall act in good faith to each other in respect of any dealings or matters under, or in connection with, this Charter.

65. Cumulative rights

The rights, powers and remedies provided in this Charter are cumulative and not exclusive of any rights, powers or remedies at law or in equity unless specifically otherwise stated.

66. No waiver

No delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, this Charter will operate as a waiver. No waiver of any breach of any provision of this Charter will be effective unless that waiver is in writing and signed by the party against whom that waiver is claimed. No waiver of any breach will be, or be deemed to be, a waiver of any other or subsequent breach.

67. Entire agreement

This Charter contains all the understandings and agreements of whatsoever kind and nature existing between the parties in respect of this Charter, the rights, interests, undertakings agreements and obligations of the parties to this Charter and shall supersede all previous and contemporaneous negotiations and agreements.

68. Amendments

This Charter may not be amended, altered or modified except by a written instrument executed by each of the parties to this Charter.

69. Invalidity

If any term or provision of this Charter or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the remainder of this Charter or application of such term or provision to persons or circumstances (other than those as to which it is already invalid or unenforceable) shall (to the extent that such invalidity or unenforceability does not materially affect the operation of this Charter) not be affected thereby and each term and provision of this Charter shall be valid and be enforceable to the fullest extent permitted by law.

70. English language

All notices, communications and financial statements and reports under or in connection with this Charter and the other Transaction Documents shall be in English language or, if in any other language, shall be accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text shall prevail.

71. No partnership

Nothing in this Charter creates, constitutes or evidences any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and neither party may make, or allow to be made any representation that any such relationship exists between the parties. Neither party shall have the authority to act for, or incur any obligation on behalf of, the other party, except as expressly provided in this Charter.

72. Disclosure of information

At any time after the Effective Date and during the Agreement Term, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Transaction Documents; or

(b) any information provided pursuant to any of the Transaction Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required to be disclosed by any applicable law;

(iii) to any investor, potential investor, purchaser or potential purchaser of or in any member of the Group;

(iv) to any other member of the Group and, if required, to the financiers of such member of the Group;

(v) to any Governmental Agency;

(vi) to the Finance Parties or any party to any of the Transaction Documents;

(vii) to the auditors, legal, financial or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in the paragraphs above or the lenders or financiers of or to the Group who shall, in each case, be instructed or under a professional obligation to maintain the confidentiality of any information supplied to them; or

(viii) in any manner contemplated by any of the Transaction Documents.

73. Notices

(a) Any communication to be made under or in connection with this Charter shall be made in writing and, unless otherwise stated, may be made by letter or email.

(b) The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Charter for any communication or document to be made or delivered under or in connection with this Charter are:

(i) in the case of the Charterers:

Hafnia Chemical Tankers Pte. Ltd.
Address: 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore 117438
Email: spa@hafniabw.com; jla@hafniabw.com;
cts@hafniabw.com; jte@hafniabw.com;
jto@hafniabw.com; corptf@hafniabw.com
Attention: Corporate Finance Team

(ii) in the case of the Owners:

Fortune Chem6 Shipping Limited
Address: Room 1802-3, 18/F, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong
Email: zhangxr@csscshipping.com
Attention: Zhang Xiaoran

or any substitute address, email address, department or officer as either party may notify to the other by not less than five (5) Business Days' notice.

(c) Any communication or document made or delivered by one party to this Charter to the other under or in connection with this Charter will only be effective:

(iii) if by way of email, when sent with no error message received; or

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

and, if a particular department or officer is specified as part of its address details provided under paragraph (b) above, if addressed to that department or officer.

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

Any communication or document which becomes effective, in accordance with this paragraph (c), after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

74. Conflicts

Unless stated otherwise, in the event of there being any conflict between the provisions of Clauses 1 (*Definitions*) (Part II) to 31 (*Notices*) (Part II) and the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*), the provisions of Clauses 32 (*Definitions*) to 83 (*Discharge and re-assignment of Security*) shall prevail.

75. Survival of Charterers' obligations

The termination of this Charter for any cause whatsoever shall not affect the right of the Owners to recover from the Charterers any money due to the Owners in consequence thereof and all other rights of the Owners (including but not limited to any rights, benefits or indemnities which are expressly provided to continue after the termination of this Charter) are reserved hereunder.

76. Counterparts

This Charter may be executed in any number of counterparts and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall be deemed to constitute a full and original agreement for all purposes.

77. Third Parties Act

(a) Any person which is an Indemnitee or a Finance Party from time to time and is not a party to this Charter shall be entitled to enforce such terms of this Charter as provided for in this Charter in relation to the obligations of the Charterers to such Indemnitee, or (as the case may be) Finance Party, subject to the Third Parties Act. The Third Parties Act applies to this Charter as set out in this Clause 77.

(b) Save as provided above, a person who is not a party to this Charter has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Charter.

78. Waiver of immunity

(a) To the extent that any Party may in any jurisdiction claim for itself or its assets or revenues immunity from any proceedings, suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to such Party or its assets or revenues, each Party agrees, to the extent permitted by any applicable law, not to claim and irrevocably waive, to the extent permitted by any applicable law, such immunity to the full extent permitted by the laws of such jurisdiction.

(b) Each Party consents generally in respect of any proceedings to the giving of any relief and the issue of any process in connection with such proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which is made or given in such proceedings. Each Party agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of such Act.

79. Enforcement

79.1 Law and arbitration

(a) This Charter and any contractual or non-contractual obligations arising from or connected with this Charter shall be governed by, and interpreted in accordance with, English law.

(b) Any dispute, controversy, difference or claim arising out of or relating to this Charter, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it **(**a "**Dispute**"**)** shall be referred to and finally resolved by arbitration in Hong Kong administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

(c) The seat of arbitration shall be Hong Kong.

(d) The number of arbitrators shall be three. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. If each party appoints its own arbitrator those two arbitrators shall (within 30 days of the appointment of the last of the two appointments) nominate the third arbitrator. If they cannot agree on a third arbitrator, then the chairperson of the HKIAC must be chosen as the third arbitrator.

(e) The arbitration proceedings shall be conducted in English.

(f) The law governing this Clause 79.1 (*Law and arbitration*) shall be English law.

79.2 Waiver of immunity

To the extent that the Charterers have acquired or may, after the Effective Date, acquire any immunity, with respect to themselves and their revenues and assets (irrespective of their use or intended use), on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of their assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which they or their revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and they irrevocably agree, to the extent permitted by applicable law, that they will not claim any immunity in any such proceedings),

the Charterers irrevocably and expressly waives, to the extent permitted by applicable law, such immunity in respect of their obligations under this Charter.

80. FATCA

(a) For the purpose of this Clause 80, the following terms shall have the following meanings:

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**FATCA**" means:

(i) sections 1471 through 1474 of the Code and any associated regulations;

(ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or

(iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter or the other Transaction Documents required by or under FATCA.

(b) The Charterers shall procure that:

(i) if an Obligor is required to make a FATCA Deduction, that Obligor shall make that FATCA Deduction and any payment required in connection with that FATCA Deduction within the time allowed and in the minimum amount required by FATCA;

(ii) if a FATCA Deduction is required to be made by an Obligor, the amount of the payment due from that Obligor shall be increased to an amount which (after making any FATCA Deduction) leaves an amount equal to the payment which would have been due if no FATCA Deduction had been required; and

(iii) within thirty (30) days of making either a FATCA Deduction or any payment required in connection with that FATCA Deduction, the Obligor making that FATCA Deduction or payment shall deliver to the Owners evidence satisfactory to the Owners that the FATCA Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant governmental or taxation authority.

81. Quiet Enjoyment

The Owners undertake with the Charterers that unless a Termination Event has occurred, the Owners shall not (and shall procure that a Finance Party shall not) disturb or interfere with the quiet and peaceful use, possession and enjoyment of the Vessel and the operation of the Vessel by the Charterers.

82. Control

Unless with the prior written consent of the Charterers (which consent shall not be unreasonably withheld or delayed), the Owners are to remain under the sole ownership and control of CSSC (Hong Kong) Shipping Company Limited, being the parent company of the Owners throughout the Charter Period.

83. Discharge and re-assignment of Security

(a) Following the expiry of the Agreement Term, the Owners will, at the cost of and the request of the Charterers, execute and deliver to the Charterers a discharge or re-assignment (as applicable) of any Security Interest and redeliver the Security Documents to or to the order of Charterers.

(b) When any discharge or re-assignment is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be repaid on insolvency, liquidation or otherwise, without limitation, the security created by or pursuant to any Security Document shall continue as if the discharge or re-assignment had not occurred.

SCHEDULE 1
LIST OF RELATED VESSELS

Name of Vessel	Owners	Charterers
m.v. “Hafnia Aragonite”	Fortune Chem1 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Alabaster”	Fortune Chem2 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Achroite”	Fortune Chem3 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Topaz”	Fortune Chem4 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.
m.v. “Hafnia Tourmaline”	Fortune Chem5 Shipping Limited	Hafnia Chemical Tankers Pte. Ltd.

SCHEDULE 2
FORM OF PROTOCOL OF DELIVERY AND ACCEPTANCE

It is hereby certified that pursuant to a bareboat charter dated 20 and made between Fortune Chem6 Shipping Limited (the "**Owners**") as owners and Navig8 Chemical Tankers 30 Inc (the "**Bareboat Charterer**") as bareboat charterers (as maybe amended and supplemented from time to time, the "**Bareboat Charter**") in respect of one (1) 49,478 DWT chemical/oil products tanker named "Navig8 Tanzanite" and registered under the laws and flag of the Republic of the Marshall Islands with IMO number 9753703 (the "**Vessel**"), the Vessel is delivered for charter by the Owners to the Bareboat Charterers, and accepted by the Bareboat Charterers from the Owners at hours ([ ] time) on the date hereof pursuant to the terms and conditions of the Bareboat Charter.

IN WITNESS WHEREOF, the Owners and the Bareboat Charterers have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representative on this day of in.

THE OWNERS	THE BAREBOAT CHARTERERS
FORTUNE CHEM6 SHIPPING LIMITED	**NAVIG8 CHEMICAL TANKERS 30 INC**
by:	by:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 3
FORM OF TITLE RE-TRANSFER PROTOCOL OF DELIVERY AND ACCEPTANCE

PROTOCOL OF DELIVERY AND ACCEPTANCE

m.v. " HAFNIA TANZANITE"

FORTUNE CHEM6 SHIPPING LIMITED of 1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong (the "**Owners**") deliver to HAFNIA CHEMICAL TANKERS PTE. LTD. whose registered office is at 10 Pasir Panjang Road, #18-01, Mapletree Business City, Singapore 117438 (the "**Bareboat Charterers**") the Vessel described below and the Bareboat Charterers accept delivery of, title and risk to the Vessel pursuant to the terms and conditions of the bareboat charter 30 July 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and the Charterers have agreed to charter the Vessel.

Name of Vessel:	m.v. " HAFNIA TANZANITE"
Flag:	the Republic of the Marshall Islands
Place of Registration:	the Republic of the Marshall Islands
IMO Number:	9753703
Gross Registered Tonnage:	29,492
Net Registered Tonnage:	13,589
Dated:	20
At:	hours ([ ] time)
Place of delivery:	

THE OWNERS	THE BAREBOAT CHARTERERS
FORTUNE CHEM6 SHIPPING LIMITED	**HAFNIA CHEMICAL TANKERS PTE. LTD.**
by:	by:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 4
FORM OF COMPLIANCE CERTIFICATE

To: **FORTUNE CHEM6 SHIPPING LIMITED**

1801, 18/F., Worldwide House, 19 Des Voeux Road, Central, Hong Kong
(the "**Owners**")

From: **HAFNIA LIMITED**
Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, HM 1189, Hamilton, Pembroke, HM EX, Bermuda

Dated:

Dear Sirs

Bareboat charter dated 30 July 2021, as amended, supplemented and novated from time to time, pursuant to which the Owners have agreed to let and Hafnia Chemical Tankers Pte. Ltd. has agreed to charter the chemical/oil products tanker named "HAFNIA TANZANITE" (the "Charter")

1. We refer to the Charter.

2. This is a Compliance Certificate. Terms defined in the Charter have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

3. We confirm that: as at the date on which the financial statements accompanying this Compliance Certificate were drawn up:

   [*Insert details of covenants to be certified*]

   [*Charterers to provide details of calculations of financial covenants*]

4. [We confirm that no Termination Event is continuing.]*

For and on behalf of
Hafnia Limited

Name:
Title: Director

* If this statement cannot be made, the certificate should identify any Termination Event that is continuing and the steps, if any, being taken to remedy it.

THE OWNERS	**THE CHARTERERS**
FORTUNE CHEM6 SHIPPING LIMITED	**HAFNIA CHEMICAL TANKERS PTE. LTD.**
by:	by:
Name:	Name:
Title:	Title:
Date:	Date:

Schedule 4 Form of Protocol of Delivery and Acceptance

Protocol of Delivery and Acceptance

It is hereby certified that:

(1) pursuant to the bareboat charter 30 July 2021 and made between **FORTUNE CHEM6 SHIPPING LIMITED** (the "**Owner**") as owners and **CHEMICAL TANKERS 30 INC** (the "**Original Charterer**") as bareboat charterers (as amended and supplemented from time to time, the "**Original Charter**") in respect of the chemical/oil products tanker named "HAFNIA TANZANITE" with IMO number 9753703 and registered under the laws and flag of the Republic of the Marshall Islands (the "**Vessel**"), the Vessel was delivered for charter by the Owner to the Original Charterer, and accepted by the Original Charterer from the Owner at 16:04 hours (Shanghai time) on 15 November 2021 pursuant to the terms and conditions of the Original Charter; and

(2) pursuant to the novation, amendment and restatement agreement dated _____ and made between (among others) the Owner, the Original Charterer and **HAFNIA CHEMICAL TANKERS PTE. LTD.** (the "**New Charterer**") (the "**Novation, Amendment and Restatement Agreement**"):

(i) the possession of the Vessel was delivered by the Original Charterer to the New Charterer; and

(ii) the Vessel was delivered for charter by the Owner to the New Charterer, and accepted by the New Charterer from the Owner under the Original Charter as novated, amended and restated pursuant to the Novation, Amendment and Restatement Agreement,

at _____ hours (Shanghai time) on _____ [at sea].

IN WITNESS WHEREOF, the Owner, the Original Charterer and the New Charterer have caused this PROTOCOL OF DELIVERY AND ACCEPTANCE to be executed by their duly authorised representatives on this day of 20.

THE OWNER

FORTUNE CHEM6 SHIPPING LIMITED

by:

Name:

Title:

Date:

THE ORIGINAL CHARTERER

CHEMICAL TANKERS 30 INC

by:

Name:

Title:

Date:

THE NEW CHARTERER

HAFNIA CHEMICAL TANKERS PTE. LTD.

by:

Name:

Title:

Date:

In witness of which the Parties have executed this Novation, Amendment and Restatement Agreement as a deed the day and year first before written.

The Original Charterer

Signed and **delivered** as a **Deed**) Petrus Wouter van Echtelt

by **CHEMICAL TANKERS 30 INC** acting by its duly authorised director in the presence of:)


Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Charterer

Signed and **delivered** as a **Deed**) Pay Shu Zhen

by **HAFNIA CHEMICAL TANKERS PTE. LTD.** acting by its duly authorised director in the presence of:)


Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The New Guarantor

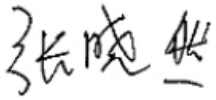
Signed and **delivered** as a **Deed**) Petrus Wouter van Echtelt

by **HAFNIA LIMITED** acting by its duly authorised Attorney-in-fact in the presence of:)

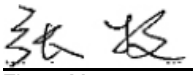

Witness signature: _____
Name: Joshua Lau Tse Siong
Address: Mapletree Business City, #18-01,
10 Pasir Panjang Road, Singapore 117438

The Owner

Signed and **delivered**)
as a **Deed**)
by **FORTUNE CHEM6 SHIPPING LIMITED**)
acting by)
Zhang Xiaoran)



its duly authorised Attorney-in-fact)
)
in the presence of:)

Witness signature: 
Name: Zhang Mu
Address: Room 12B01-03,12BF, Marine Tower, No.1 Pudong Avenue, Shanghai, 200120

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2206T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Exceed** **IMO Number: 9735608** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,750** **22,331**	
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,664.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter.~~

~~The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(l), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners. Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **~~Hire~~**

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter. and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.

(b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.

*) *Delete as applicable.*

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.

25. Requisition/Acquisition - see Clause 52

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

(b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

1 Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery. Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Exceed

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2206T Pte. Limited**, (registration number 202205199E), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400 22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default Interest).*

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverable under any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" as the meaning ascribed to it in Clause 43.1 (*Increased Costs*).

"**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Exceed Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel'scompliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means
2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document,

and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents;

(b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading;

(f) Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase Options).*

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(a) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(b) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(c) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(d) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(e) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(f) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(g) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(h) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(i) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means: (a) the Parent Guarantee;

(a) the Charterers Assignment;

(b) each Manager's Undertaking; (d) the Subordination Deed; and

(c) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a Termination Event).*

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 *Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*).

"**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Exceed" currently registered in the name of the Initial Seller with IMO Number 9735608 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Exceed and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735608, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any thirdparty (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33 CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions ofthe Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with this Charter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an “as is, where is” basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a “hell and high water” basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and

(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit, the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any ofthe Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly~~,~~ in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(vi) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vii) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and

(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of its jurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for any reason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and forthe period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $ 100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature ofthe business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;

(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and

(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) ofthe Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2206T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, the Charterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London withwhich it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterershave provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and

(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competentauthority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

(b) the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (Redelivery), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(c) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);

(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers

(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);

(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;

(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;

(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;

(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and

(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub-Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgementdebt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker'scommission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuantto Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors,legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English.

(b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;

(ii) the Vessel's current International Air Pollution and Prevention Certificate;

(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society,

in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations);*

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate;

(iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: _____

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

   (excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	**Associated Initial Sellers**	**Associated Initial Memorandum of Agreement**	**Associated Memorandum of Agreement**	**Associated Vessels**
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re- named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Excel and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 3**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

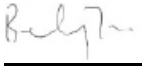
40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2206T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by



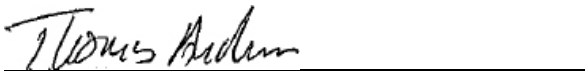
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by



Name: Jacqueline Teng
Title: Corporate Finance

Address: mapletree Business city #18-01, 10 Pasir Panjang Road S(117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2207T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Excel** **IMO Number: 9735579** **Flag: Singapore**	
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,750** **22,331**
8. When/Where built **2015** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,547.4**
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**	
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34** / 15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**	
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**	
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.*~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter.~~

~~The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry dock if the Charterers have not dry docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation.

~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **Hire**

(a) The Charterers shall pay hire Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

**) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties. The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY
(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Excel

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2207T Pte. Limited**, (registration number 202205170C), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400 22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default Interest).*

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum.

"**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*).

"**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Excel Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager.

"**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means
2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document,

and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents;

(b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading;

(f) Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to eight million Dollars ($8,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase Options).*

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a Termination Event).*

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*).

"**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Excel" currently registered in the name of the Initial Seller with IMO Number 9735579 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Excel and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735579, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any thirdparty (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions ofthe Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34.1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with this Charter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any ofthe Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly,,

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and forthe period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti- Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti- Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature ofthe business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) ofthe Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2207T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London withwhich it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterershave provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and

(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competentauthority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);

(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers

(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);

(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;

(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;

(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;

(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and

(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub-Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgementdebt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options or Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Owners the aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*PurchaseOptions*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuantto Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date; (c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors,legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English.

(b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society,

in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate;

(iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: _____

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

   (excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]

(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	**Associated Initial Sellers**	**Associated Initial Memorandum of Agreement**	**Associated Memorandum of Agreement**	**Associated Vessels**
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 3”**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 3**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 (“**Associated Initial MOA 3**”)	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the “**Associated MOA 3**”).	the LR1 product tanker named “STI Exceed” currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 (“**Associated Vessel 3**”).
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 4”**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 4**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 (“**Associated Initial MOA 4**”)	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the “**Associated MOA 4**”).	The LR1 product tanker named “STI Experience” currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 (“**Associated Vessel 4**”).

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 5”**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 5**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 (“**Associated Initial MOA 5**”)	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the “**Associated MOA 5**”).	The LR1 product tanker named “STI Executive” currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 (“**Associated Vessel 5**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 6”**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 6**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 (“**Associated Initial MOA 6**”)	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the “**Associated MOA 6**”).	The LR1 product tanker named “STI Excellence” currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 (“**Associated Vessel 6**”).
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 7”**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 7**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 (“**Associated Initial MOA 7**”)	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the “**Associated MOA 7**”).	The LR1 product tanker named “STI Express” currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 (“**Associated Vessel 7**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 8”**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 8**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 (“**Associated Initial MOA 8**”)	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the “**Associated MOA 8**”).	The LR1 product tanker named “STI Pride” currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 (“**Associated Vessel 8**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 9”**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 9**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 (“**Associated Initial MOA 9**”)	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the “**Associated MOA 9**”).	The LR1 product tanker named “STI Providence” currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 (“**Associated Vessel 9**”)
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 10”**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 10**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 (“**Associated Initial MOA 10**”)	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the “**Associated MOA 10**”).	The LR1 product tanker named “STI Precision” currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 (“**Associated Vessel 10**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	32,033,750.00
1	15-Jun-22	616,250.00	31,417,500.00
2	15-Sep-22	616,250.00	30,801,250.00
3	15-Dec-22	616,250.00	30,185,000.00
4	15-Mar-23	616,250.00	29,568,750.00
5	15-Jun-23	616,250.00	28,952,500.00
6	15-Sep-23	616,250.00	28,336,250.00
7	15-Dec-23	616,250.00	27,720,000.00
8	15-Mar-24	616,250.00	27,103,750.00
9	15-Jun-24	616,250.00	26,487,500.00
10	15-Sep-24	616,250.00	25,871,250.00
11	15-Dec-24	616,250.00	25,255,000.00
12	15-Mar-25	616,250.00	24,638,750.00
13	15-Jun-25	616,250.00	24,022,500.00
14	15-Sep-25	616,250.00	23,406,250.00
15	15-Dec-25	616,250.00	22,790,000.00
16	15-Mar-26	616,250.00	22,173,750.00
17	15-Jun-26	616,250.00	21,557,500.00
18	15-Sep-26	616,250.00	20,941,250.00
19	15-Dec-26	616,250.00	20,325,000.00
20	15-Mar-27	616,250.00	19,708,750.00
21	15-Jun-27	616,250.00	19,092,500.00
22	15-Sep-27	616,250.00	18,476,250.00
23	15-Dec-27	616,250.00	17,860,000.00
24	15-Mar-28	616,250.00	17,243,750.00
25	15-Jun-28	616,250.00	16,627,500.00
26	15-Sep-28	616,250.00	16,011,250.00
27	15-Dec-28	616,250.00	15,395,000.00
28	15-Mar-29	616,250.00	14,778,750.00
29	15-Jun-29	616,250.00	14,162,500.00
30	15-Sep-29	616,250.00	13,546,250.00
31	15-Dec-29	616,250.00	12,930,000.00
32	15-Mar-30	616,250.00	12,313,750.00
33	15-Jun-30	616,250.00	11,697,500.00
34	15-Sep-30	616,250.00	11,081,250.00
35	15-Dec-30	616,250.00	10,465,000.00
36	15-Mar-31	616,250.00	9,848,750.00
37	15-Jun-31	616,250.00	9,232,500.00
38	15-Sep-31	616,250.00	8,616,250.00
39	15-Dec-31	616,250.00	8,000,000.00
40	[31-Mar-32]	-	8,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[31-Mar-22]	
1	15-Apr-22	32,033,750
2	15-May-22	32,033,750
3	15-Jun-22	31,417,500
4	15-Jul-22	31,417,500
5	15-Aug-22	31,417,500
6	15-Sep-22	30,801,250
7	15-Oct-22	30,801,250
8	15-Nov-22	30,801,250
9	15-Dec-22	30,185,000
10	15-Jan-23	30,185,000
11	15-Feb-23	30,185,000
12	15-Mar-23	29,568,750
13	15-Apr-23	29,568,750
14	15-May-23	29,568,750
15	15-Jun-23	28,952,500
16	15-Jul-23	28,952,500
17	15-Aug-23	28,952,500
18	15-Sep-23	28,336,250
19	15-Oct-23	28,336,250
20	15-Nov-23	28,336,250
21	15-Dec-23	27,720,000
22	15-Jan-24	27,720,000
23	15-Feb-24	27,720,000
24	15-Mar-24	27,103,750
25	15-Apr-24	27,103,750
26	15-May-24	27,103,750
27	15-Jun-24	26,487,500
28	15-Jul-24	26,487,500
29	15-Aug-24	26,487,500
30	15-Sep-24	25,871,250
31	15-Oct-24	25,871,250
32	15-Nov-24	25,871,250
33	15-Dec-24	25,255,000
34	15-Jan-25	25,255,000
35	15-Feb-25	25,255,000
36	15-Mar-25	24,638,750
37	15-Apr-25	24,638,750
38	15-May-25	24,638,750
39	15-Jun-25	24,022,500

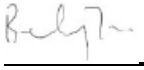
40	15-Jul-25	24,022,500
41	15-Aug-25	24,022,500
42	15-Sep-25	23,406,250
43	15-Oct-25	23,406,250
44	15-Nov-25	23,406,250
45	15-Dec-25	22,790,000
46	15-Jan-26	22,790,000
47	15-Feb-26	22,790,000
48	15-Mar-26	22,173,750
49	15-Apr-26	22,173,750
50	15-May-26	22,173,750
51	15-Jun-26	21,557,500
52	15-Jul-26	21,557,500
53	15-Aug-26	21,557,500
54	15-Sep-26	20,941,250
55	15-Oct-26	20,941,250
56	15-Nov-26	20,941,250
57	15-Dec-26	20,325,000
58	15-Jan-27	20,325,000
59	15-Feb-27	20,325,000
60	15-Mar-27	19,708,750
61	15-Apr-27	19,708,750
62	15-May-27	19,708,750
63	15-Jun-27	19,092,500
64	15-Jul-27	19,092,500
65	15-Aug-27	19,092,500
66	15-Sep-27	18,476,250
67	15-Oct-27	18,476,250
68	15-Nov-27	18,476,250
69	15-Dec-27	17,860,000
70	15-Jan-28	17,860,000
71	15-Feb-28	17,860,000
72	15-Mar-28	17,243,750
73	15-Apr-28	17,243,750
74	15-May-28	17,243,750
75	15-Jun-28	16,627,500
76	15-Jul-28	16,627,500
77	15-Aug-28	16,627,500
78	15-Sep-28	16,011,250
79	15-Oct-28	16,011,250
80	15-Nov-28	16,011,250
81	15-Dec-28	15,395,000
82	15-Jan-29	15,395,000
83	15-Feb-29	15,395,000
84	15-Mar-29	14,778,750

85	15-Apr-29	14,778,750
86	15-May-29	14,778,750
87	15-Jun-29	14,162,500
88	15-Jul-29	14,162,500
89	15-Aug-29	14,162,500
90	15-Sep-29	13,546,250
91	15-Oct-29	13,546,250
92	15-Nov-29	13,546,250
93	15-Dec-29	12,930,000
94	15-Jan-30	12,930,000
95	15-Feb-30	12,930,000
96	15-Mar-30	12,313,750
97	15-Apr-30	12,313,750
98	15-May-30	12,313,750
99	15-Jun-30	11,697,500
100	15-Jul-30	11,697,500
101	15-Aug-30	11,697,500
102	15-Sep-30	11,081,250
103	15-Oct-30	11,081,250
104	15-Nov-30	11,081,250
105	15-Dec-30	10,465,000
106	15-Jan-31	10,465,000
107	15-Feb-31	10,465,000
108	15-Mar-31	9,848,750
109	15-Apr-31	9,848,750
110	15-May-31	9,848,750
111	15-Jun-31	9,232,500
112	15-Jul-31	9,232,500
113	15-Aug-31	9,232,500
114	15-Sep-31	8,616,250
115	15-Oct-31	8,616,250
116	15-Nov-31	8,616,250
117	15-Dec-31	8,000,000
118	15-Jan-32	8,000,000
119	15-Feb-32	8,000,000
120	[31-Mar-32]	8,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2207T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by



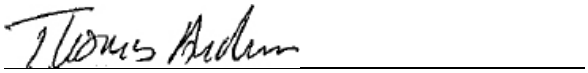
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by



Name: Jacqueline Teng
Title: Corporate Finance

Address: Mapletree Business city
#18-01, 10 Pasir Panjang Road
S(117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2208T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Excellence** **IMO Number: 9735646** **Flag: Singapore**	
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,869** **22,331**
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,613.0**
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**	
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34** / 15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**	
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**	
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**
32. Latent defects (only to be filled in if period other than stated in Cl. 3) N/A	33. Brokerage commission and to whom payable (Cl. 27) **N/A**

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:-~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(l), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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~~Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period.~~ Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

~~**(c)** Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

~~**(f)** Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.~~

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than ~~once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period~~ as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter~~, in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter. ~~and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause 30(a) of this Clause shall apply. Sub-clause 30(d) shall apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives; indicate alternative agreed in Box 35.*~~

31. Notices - see Additional Clause 63

~~**(a)** Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.~~

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any. Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies. However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred. Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties. The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect, or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~
5. Survey on Redelivery
~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT
(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART IV
HIRE/PURCHASE AGREEMENT
(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Excellence

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2208T Pte. Limited**, (registration number 202205175R), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or
(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;
(b) the Earnings; and
(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l)

(*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default Interest*).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum.

"**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or
(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;
(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and
(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the
Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships
1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.
"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and
agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Excellence Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel'scompliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation
PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.
"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed
or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document,

and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule
6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents;

(b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading;

(f) Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase Options*).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a
Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and

"**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a Termination Event*).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*).

"**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of “Total Loss Date”, the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of “Total Loss Date”, the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM
EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Excellence" currently registered in the name of the Initial Seller with IMO Number 9735646 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Excellence and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735646, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re- enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any thirdparty (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions ofthe Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph

(ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative

Documents[1];

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit, the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) **"Increased Costs"** means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any ofthe Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;, in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and forthe period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti- Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti- Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument, in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $ 100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature ofthe business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause
46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current
Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;

(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and

(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) ofthe Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

“NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2208T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs, shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London withwhich it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterershave provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and

(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competentauthority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);

(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers

(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);

(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;

(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;

(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;

(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and

(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgementdebt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*),
50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*PurchaseOptions*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker'scommission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuantto Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry- docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers’ costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors,legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English.

(b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at the beginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2

Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre- position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;
(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations);*

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate;

(iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: _____
[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

   (excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender’s and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	**Associated Initial Sellers**	**Associated Initial Memorandum of Agreement**	**Associated Memorandum of Agreement**	**Associated Vessels**
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re- named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re- named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	**Associated Initial Sellers**	**Associated Initial Memorandum of Agreement**	**Associated Memorandum of Agreement**	**Associated Vessels**
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 3”**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 3**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 (“**Associated Initial MOA 3**”)	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the “**Associated MOA 3**”).	the LR1 product tanker named “STI Exceed” currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re- named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 (“**Associated Vessel 3**”).

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 4”**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 4**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 (“**Associated Initial MOA 4**”)	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the “**Associated MOA 4**”).	The LR1 product tanker named “STI Experience” currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re- named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 (“**Associated Vessel 4**”).
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 5”**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 5**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 (“**Associated Initial MOA 5**”)	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the “**Associated MOA 5**”).	The LR1 product tanker named “STI Executive” currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re- named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 (“**Associated Vessel 5**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 6**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excel and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 6**")
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re- named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	**Associated Initial Sellers**	**Associated Initial Memorandum of Agreement**	**Associated Memorandum of Agreement**	**Associated Vessels**
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re- named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2208T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

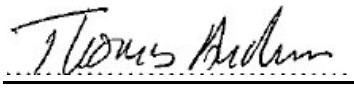
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorized representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name: Jacqueline Teng
Title: Corporate Finance

Address: Mapletree Business City
#18-01, 10 Pasir Panjang Road
S(117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2209T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Excelsior** **IMO Number: 9735581** **Flag: Singapore**	
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,766** **22,331**
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,665.0**
10. Classification Society (Cl. 3) **ABS**	11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**	
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34** / 15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**	
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**	
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.*~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter.~~

~~The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation. ~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners. Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances – The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **Hire**

(a) The Charterers shall pay hire Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account. ~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~ ~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~ ~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~ ~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~ ~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~ ~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~ ~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~ ~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~ ~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~ ~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~ ~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~ ~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Excelsior

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2209T Pte. Limited**, (registration number 202205178H), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Excelsior Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel'scompliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**"means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Excelsior" currently registered in the name of the Initial Seller with IMO Number 9735581 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Excelsior and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735581, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re- enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any thirdparty (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions ofthe Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph

(ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any ofthe Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and forthe period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature ofthe business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) ofthe Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2209T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London withwhich it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterershave provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competentauthority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgementdebt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date, or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*PurchaseOptions*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker'scommission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuantto Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry- docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors,legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre- position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By: Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 1**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excel and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re- named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 3”**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 3**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 (“**Associated Initial MOA 3**”)	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the “**Associated MOA 3**”).	the LR1 product tanker named “STI Exceed” currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re- named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 (“**Associated Vessel 3**”).

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re- named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re- named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 6”**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 6**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 (“**Associated Initial MOA 6**”)	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the “**Associated MOA 6**”).	The LR1 product tanker named “STI Excellence” currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re- named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 (“**Associated Vessel 6**”).
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 7”**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 7**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 (“**Associated Initial MOA 7**”)	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the “**Associated MOA 7**”).	The LR1 product tanker named “STI Express” currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re- named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 (“**Associated Vessel 7**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) (“**Associated Owner 8”**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 8**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 (“**Associated Initial MOA 8**”)	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the “**Associated MOA 8**”).	The LR1 product tanker named “STI Pride” currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 (“**Associated Vessel 8**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re- named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02- 00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2209T Pte. Limited**



Tai Bik Kai Becky

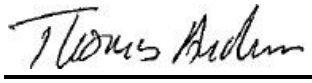
Witnessed/Verified by

/s/ Lau Wai Sze Daisy

Name:	Lau Wai Sze Daisy
Title:	Paralegal
Address:	38/F Jardine House, 1 Connaught Place, Central, Hong Kong
Fax:	+852 2523 6399
Email:	daisy.lau@nortonrosefulbright.com
Attn:	Daisy Lau

The Characters

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd**



Witnessed/Verified by

/s/ Jacqueline Teng

Name: Jacqueline Teng
Title: Corporate Finance

Address: Mapletree Business City
718-01, 10 Pasir Panjang Road
S(117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2210T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Executive** **IMO Number: 9735622** **Flag: Singapore**	
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,869** **22,331**
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,430.8**
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**	
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34** / 15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**	
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**	
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period.~~ Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

~~**(c)** Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

~~**(f)** Use of the Vessel's Outfit, Equipment and Appliances – The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.~~

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than ~~once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period~~ as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter~~, in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter. ~~and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument.~~ The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

~~**(a)**~~ During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~
~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~
~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~
~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery.~~

~~Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

~~For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:~~

~~"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.~~

~~"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.~~

2. Mortgage

~~The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.~~

3. Termination of Charter by Default

~~If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.~~

~~In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.~~

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Execution Version – Hafnia Executive

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2210T Pte. Limited**, (registration number 202205182R), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Executive Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Executive" currently registered in the name of the Initial Seller with IMO Number 9735622 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Executive and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735622, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by each Relevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2210T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) (“**Associated Owner 3”**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 3**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 (“**Associated Initial MOA 3**”)	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the “**Associated MOA 3**”).	the LR1 product tanker named “STI Exceed” currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 (“**Associated Vessel 3**”).

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Excel and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) (“**Associated Owner 8”**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 (“**Associated Initial Seller 8**”)	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 (“**Associated Initial MOA 8**”)	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the “**Associated MOA 8**”).	The LR1 product tanker named “STI Pride” currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 (“**Associated Vessel 8**”)

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2210T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

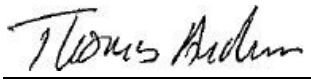
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name: Jacqueline Teng
Title: Corporate Finance

Address: Mapletree Business City
718-01, 10 Pasir Panjang Road
S (117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2211T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Expedite** **IMO Number: 9735593** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,750** **22,331**	
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,633.9**	
10. Classification Society (Cl. 3) **ABS**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15. Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty eight (168) running hours of the receipt by the Charterers of such notice or within thirty six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~ ~~bear all expenses of the On-hire Survey including loss~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry dock if the Charterers have not dry docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation.

~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **Hire**

(a) The Charterers shall pay hire Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account. ~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~ ~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~ ~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~ ~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~ ~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

~~On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.~~

~~*In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.*~~

~~The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.~~

~~The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.~~

~~In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.~~

~~The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.~~

~~The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.~~

~~The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.~~

~~The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.~~

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Expedite

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2211T Pte. Limited**, (registration number 202205183G), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Expedite Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel'scompliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Expedite" currently registered in the name of the Initial Seller with IMO Number 9735593 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Expedite and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735593, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by each Relevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2211T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub-Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located; and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Excel and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 2**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2211T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

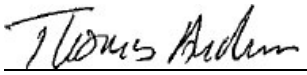
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name: Jacqueline Teng
Title: Corporate Finance

Address: Mapletree Business City
718-01, 10 Pasir Panjang Road
S (117438)

Fax: +65 6570 6074
Email: jte@hafniabw.com
Attn: Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2212T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Experience** **IMO Number: 9735610** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,750** **22,331**	
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,669.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty eight (168) running hours of the receipt by the Charterers of such notice or within thirty six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners. Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **Hire**

(a) The Charterers shall pay hire Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

**) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve. **(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.

**) Delete as applicable.*

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.

25. Requisition/Acquisition - see Clause 52

(a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.

(b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

(d) If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

~~For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:~~

~~"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.~~

~~"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.~~

2. Mortgage

~~The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.~~

3. Termination of Charter by Default

~~If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.~~

~~In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.~~

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Execution Version – Hafnia Experience

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2212T Pte. Limited**, (registration number 202205185H), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Experience Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Experience" currently registered in the name of the Initial Seller with IMO Number 9735610 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Experience and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735610, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2212T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuantto Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Excel and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 4**")
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2212T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

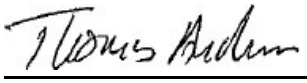
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2213T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Express** **IMO Number: 9735634** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **42,869** **22,331**	
8. When/Where built **2016** **STX Offshore & Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,663.0**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15. Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall bear all expenses of the On-hire Survey including loss~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry dock if the Charterers have not dry docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(l), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners. Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period.~~ Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

~~**(c)** Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

~~**(f)** Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.~~

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than ~~once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period~~ as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter~~, in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter. ~~and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument.~~

~~The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

~~**(a)**~~ During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity -

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT
(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter

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Execution Version – Hafnia Express

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2213T Pte. Limited**, (registration number 202205188C), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Express Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the dateon which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Express" currently registered in the name of the Initial Seller with IMO Number 9735634 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Express and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9735634, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Ownersor any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has beeninstituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2213T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no periodis specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Excel and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 **("Associated Vessel 8")**

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2213T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

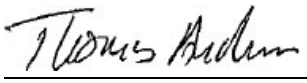
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2214T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Precision** **IMO Number: 9760213** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **43,142** **22,260**	
8. When/Where built **2016** **SPP Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,996.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3)	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.*~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15. Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~ ~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**~~

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery.~~

~~Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY
(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

~~For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:~~

~~"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.~~

~~"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.~~

2. Mortgage

~~The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.~~

3. Termination of Charter by Default

~~If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.~~

~~In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.~~

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Execution Version – Hafnia Precision

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2214T Pte. Limited**, (registration number 202205189M), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Precision Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made by or on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the date on which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Precision" currently registered in the name of the Initial Seller with IMO Number 9760213 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Precision and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9760213, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currencyother than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Owners or any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has been instituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2214T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no period is specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 10 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Excel and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2214T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

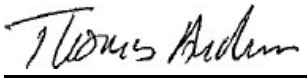
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

BARECON 2001

STANDARD BAREBOAT CHARTER PART I

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2215T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Prestige** **IMO Number: 9760225** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **43,142** **22,260**	
8. When/Where built **2016** **SPP Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,996.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument"* means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15. Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation~~, costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.

The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 **Hire**

(a) The Charterers shall pay hire Rent due to the Owners punctually in accordance with the terms of this Charter, in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery.~~

~~Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Prestige

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2215T Pte. Limited**, (registration number 202205191W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Prestige Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the date on which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Prestige" currently registered in the name of the Initial Seller with IMO Number 9760225 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Prestige and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9760225, including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Owners or any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has been instituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2215T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no period is specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 11 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Excel and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2215T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

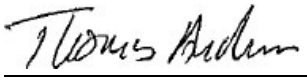
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2216T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Pride** **IMO Number: 9737747** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **43,142** **22,260**	
8. When/Where built **2016** **SPP Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,996.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.*~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter.~~

~~The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry dock if the Charterers have not dry docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(l), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation.

~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

(c) Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.

(f) Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**~~

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.

(b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.

(c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.

(d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.

(e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.

(f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.

(g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

(a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~***) (b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~**) Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties. The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Pride

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2216T Pte. Limited**, (registration number 202205194K), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Pride Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the date on which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Pride" currently registered in the name of the Initial Seller with IMO Number 9737747 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Pride and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9737747 , including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any third party (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 34. 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of the Vessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material inthe Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Owners or any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make furtheror additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or theManager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has been instituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and forthe period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested inaccordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2216T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London withwhich it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no period is specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society, in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate; (iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 8 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Excel and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2217T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9"**)	STI Providence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Providence" currently registered in the name of Associated Initial Seller 9 with IMO Number 9737759 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Providence and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9737759 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2216T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

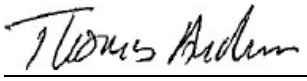
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

1. Shipbroker **N/A**	2. Place and date **Singapore** 28 February 2022	
3. Owners/Place of business (Cl. 1) **Hai Kuo Shipping 2217T Pte. Limited** **80 Robinson Road, #02-00, Singapore (068898)**	4. Bareboat Charterers/Place of **Hafnia Pools Pte. Ltd.** **10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438)**	
5. Vessel's name, ~~call sign~~ IMO number and flag (Cl. 1 and 3) **Hafnia Providence** **IMO Number: 9737759** **Flag: Singapore**		
6. Type of Vessel **Oil Tanker (Crude Oil/Product Carrier)**	7. GT/NT **43,142** **22,260**	
8. When/Where built **2016** **SPP Shipbuilding Co. Ltd. (South Korea)**	9. Total DWT (abt.) in metric tons on summer freeboard **74,996.5**	
10. Classification Society (Cl. 3) **DNV**	11. Date of last special survey by the Vessel's classification society **N/A**	
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) **N/A**		
13. Port or Place of delivery (Cl. 3) **In accordance with the Initial MOA and Additional Clause 34**	14. Time for delivery (Cl. 4) **In accordance with the Initial MOA and Additional Clause 34**	15. Cancelling date (Cl. 5) **Please see definition of "Cut-off Date" and Additional Clasue 35.**
16. Port or Place of redelivery (Cl. 15) **At sea, or a safe and ice free port or place, see Additional Clause 53 for details**	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) **See Additional Clause 53**	
18. Running days' notice if other than stated in Cl. 4 **N/A**	19. Frequency of dry-docking (Cl. 10(g)) **In accordance with normal practice for this type of vessel and as required by the Classification Society**	
20. Trading limits (Cl. 6) **Worldwide, subject to Clause 6**		
21. Charter period (Cl. 2) **Ten (10) years from the Delivery Date until the time of redelivery under Additional Clause 53.1**	22. Charter hire (Cl. 11) **Means the Quarterly Rent, See also additional clauses 37.1 and clause 37.2**	
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) **N/A**		
24. Rate of interest payable acc. to Cl. 11 (f) and, if applicable, acc. to PART IV **See Additional Clause 37.5**	25. Currency and method of payment (Cl. 11) **United States Dollars. See also Additional Clause 37.3**	
26. Place of payment; also state beneficiary and bank account (Cl. 11) **See Additional Clause 37.3**	27. Bank guarantee/bond (sum and place) (Cl. 24) (optional) **N/A**	
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business) (Cl. 12) **Clause 12(a) applies** **Clause 61.3 of the Additional Clauses applies**	29. Insurance (hull and machinery and war risks) (state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k)) (also state if Cl. 14 applies) **Clause 14 is not applicable. See Additional Clause 50**	
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **N/A**	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) **See Additional Clause 50**	
32. Latent defects (only to be filled in if period other than stated in Cl. 3) **N/A**	33. Brokerage commission and to whom payable (Cl. 27) **N/A**	

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34. Grace period (state number of clear banking days) (Cl. 28) **N/A**	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) **See Additional Clauses 70 and 72**
36. War cancellation (indicate countries agreed) (Cl. 26(f)) **N/A**	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies) (optional) **N/A**	38. Name and place of Builders (only to be filled in if PART III applies) **N/A**
39. Vessel's Yard Building No. (only to be filled in if PART III applies) **N/A**	40. Date of Building Contract (only to be filled in if PART III applies) **N/A**
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) a) **N/A** b) **N/A** c) **N/A**	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies) (optional) **No**	43. Bareboat Charter Registry (indicate with "yes" or "no" whether PART V applies) (optional) **No**
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) **N/A**	45. Country of the Underlying Registry (only to be filled in if PART V applies) **N/A**
46. Number of additional clauses covering special provisions, if agreed **32-72 (as attached, the "Additional Clauses"). In the event of any conflict or inconsistency between the terms of any Additional Clauses with any provisions if Part 1 and Part II of this Charter, such Additional Clauses shall prevail.**	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II and the Additional Clauses (including schedules). In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further. The provisions of the Additional Clauses (including schedules) of this Charter shall prevail in the event of any conflict with Part I or Part II of this Charter.

Signatures contained in the Additional Clauses.

~~Signature (Owners)~~	~~Signature (Charterers)~~

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PART II
BARECON 2001 Standard Bareboat Charter

1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

"The Owners" shall mean the party identified in Box 3;

"The Charterers" shall mean the party identified in Box 4;

"The Vessel" shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

~~*"Financial Instrument" means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.*~~

2 Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 ("The Charter Period"). See also Additional Clause 33.

3. Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy And in every respect ready in hull, machinery and equipment for service under this Charter.~~

~~The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.~~

~~**(b)** The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.~~

~~**(c)** The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners' obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.~~

4. Time for Delivery See Additional Clause 34

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers' consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15.~~

~~Unless otherwise agreed in Box 18, the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery.~~

~~The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.~~

5. Cancelling See Additional Clause 35

~~*(not applicable when Part III applies, as indicated in Box 37)*~~

~~**(a)** Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.~~

~~**(b)** If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the cancelling date indicated in Box 15 for the purpose of this Clause 5.~~

~~**(c)** Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.~~

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery See Additional Clause 53

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall ~~each~~ jointly appoint an independent surveyor~~s~~ for the purpose of determining and agreeing in writing the condition of the Vessel at the time of ~~delivery and~~ redelivery (if any) hereunder. The ~~Owners shall~~

~~bear all expenses of the On-hire Survey including loss~~

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~~of time, if any, and the~~ Charterers shall bear all expenses of the Off-hire Survey ~~including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.~~

8. Inspection See Additional Clause 48.15

~~The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:~~

~~**(a)** to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;~~

~~**(b)** in dry-dock if the Charterers have not dry-docked Her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and~~

~~**(c)** for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.~~

~~All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.~~

~~The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.~~

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with an independent surveyor appointed by the Owners on ~~delivery and again on~~ redelivery of the Vessel. The ~~Charterers and the~~ Owners~~, respectively,~~ shall at the time of ~~delivery and~~ redelivery (if any) take over ~~and pay for~~ all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) ~~in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively~~at no costs. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the Vessel.

10. Maintenance and Operation

(a)(i) Maintenance and Repairs - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice ~~and, except as provided for in Clause 14(I), if applicable,~~ at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

(ii) New Class and Other Safety Requirements - ~~In the event of any~~ The Charterers shall be responsible for all costs of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation.

~~costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent. of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.~~

(iii) Financial Security - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof. The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.

(b) Operation of the Vessel - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners. Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

~~**(c)** The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.~~

(d) Flag and Name of Vessel – During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. ~~The~~

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PART II
BARECON 2001 Standard Bareboat Charter

~~Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period.~~ Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.

~~**(c)** Changes to the Vessel – Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.~~

~~**(f)** Use of the Vessel's Outfit, Equipment and Appliances - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.~~

(g) Periodical Dry-Docking - The Charterers shall dry-dock the Vessel and clean and paint her underwater parts whenever the same may be necessary at their expenses, but not less than ~~once during the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period~~ as may be required by the Classification Society or flag State.

11. Rent - also see Additional Clause 37 ~~**Hire**

(a) The Charterers shall pay ~~hire~~ Rent due to the Owners punctually in accordance with the terms of this Charter~~, in respect of which time shall be of the essence.~~

~~**(b)** The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.~~

~~**(c)** Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.~~

~~**(d)** Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.~~

~~**(e)** Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.~~

~~**(f)** Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months Interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.~~

~~**(g)** Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.~~

12. Mortgage See also Clause 61.3

(only to apply if Box 28 has been appropriately filled in)

***) (a)** The Owners warrant that they have not effected any mortgage(s) of the Vessel on the date of this Charter, ~~and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

~~***) (b)** The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.~~

***)** *(Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs - See Additional Clause 50

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause

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10(a)(iii)) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and The Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint or any sub-charterers. Insurance policies shall cover the Owners and the Charterers according to their respective interests. Subject to the provisions of the ~~Financial Instrument~~Mortgage, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for. The Charterers shall ~~also to~~ remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances. All time used for repairs ~~under the provisions of sub-clause 13(a) and for repairs~~ of latent defects ~~according to Clause 3(c) above~~, including any deviation, shall be for the Charterers' account.

~~**(b)** If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.~~

~~**(c)** The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.~~

~~**(d)** Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.~~

~~**(e)** The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.~~

~~**(f)** For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.~~

~~**14. Insurance, Repairs and Classification**~~

~~*(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).*~~

~~**(a)** During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.~~

~~**(b)** During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.~~

~~**(c)** In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.~~

~~**(d)** The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.~~

~~**(e)** The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.~~

~~**(f)** All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period.~~

~~The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.~~

~~**(g)** If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the~~

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consent of such insurers is necessary.
(h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
(i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
(j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
(k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
(l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery - See also Additional Clause 53

At the expiration of the Charter Period the Vessel shall be redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.
The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within The Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.
Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.
The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien -

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance (other than Permitted Liens) incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:
"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities arising from the Master, officers or agents signing Bills of Lading or other documents.
(b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail.
In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale - See Additional Clause 48.3 and 61

(a) The Charterers shall not assign this Charter nor

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~~sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.~~

~~**(b)** The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.~~

23. Contracts of Carriage

***) (a)** The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.

~~*) **(b)** The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.~~

~~*) *Delete as applicable.*~~

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

~~The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.~~

25. Requisition/Acquisition - see Clause 52

~~**(a)** In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.~~

~~**(b)** In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of the date of such "Compulsory Acquisition". In such event Charter Hire to be considered as earned and to be paid up to the date and time of such "Compulsory Acquisition".~~

26. War

(a) For the purpose of this Clause, the words "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

~~**(b)** The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.~~

(c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.

~~**(d)** If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.~~

(e) The Charterers shall have the liberty:

(i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

(ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of

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the war risks insurance;
(iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
~~**(f)** In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.~~

27. Commission

~~The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.~~
~~If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission.~~
~~Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.~~

28. Termination - See Additional Clauses 54 and 57

~~**(a)** Charterers' Default~~
~~The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:~~
~~**(i)** the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual.~~
~~Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;~~
~~**(ii)** the Charterers fail to comply with the requirements of:~~
~~**(1)** Clause 6 (Trading Restrictions)~~
~~**(2)** Clause 13(a) (Insurance and Repairs)~~
~~provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;~~
~~**(iii)** the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.~~
~~**(b)** Owners' Default~~
~~If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.~~
~~**(c)** Loss of Vessel~~
~~This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.~~
~~**(d)** Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.~~
(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have in accordance with the terms of this Charter.

29. Repossession See Additional Clause 57

In the event of the termination of this Charter in accordance with the applicable provisions of ~~Clause 28~~this Charter,
the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance

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or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution See Additional Clause 70 and 72

~~*) **(a)** This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.~~

~~The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.~~

~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.~~

~~Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.~~

~~*) **(b)** This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.~~

~~In cases where neither the claim nor any counterclaim exceeds the sum of US$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.~~

~~*) **(c)** This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.~~

~~**(d)** Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.~~

~~In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:~~

~~**(i)** Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.~~

~~**(ii)** The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.~~

~~**(iii)** If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.~~

~~**(iv)** The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.~~

~~**(v)** Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.~~

~~**(vi)** Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.~~

~~**(vii)** The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.~~

~~*(Note: The parties should be aware that the mediation*~~

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~~*process may not necessarily interrupt time limits.)*~~
~~**(c)** If Box 35 in Part I is not appropriately filled in, sub-clause~~
~~30(a) of this Clause shall apply. Sub-clause 30(d) shall~~
~~apply in all cases.~~
~~**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives;*~~
~~*indicate alternative agreed in Box 35.*~~

~~**(a)** Any notice to be given by either party to the other~~
~~party shall be in writing and may be sent by fax, telex,~~
~~registered or recorded mail or by personal service.~~
~~**(b)** The address of the Parties for service of such~~
~~communication shall be as stated in Boxes 3 and 4~~
~~respectively.~~

31. Notices - see Additional Clause 63

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

Specifications and Building Contract

(a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been counter-signed as approved by the Charterers.

(b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.

(c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

(d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred.

Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties.

The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

(a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

(b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.

(c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon

(i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or

(ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right to rejection and upon receipt of such notice the Owners shall commence such negotiations and/ or take delivery of the Vessel from the Builders and deliver her to the Charterers;

(iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;

(iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.

(d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be

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PART III
PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY
(Optional, only to apply if expressly agreed and stated in Box 37)

~~painted in the colours, display the funnel insignia and fly~~
~~the house flag as required by the Charterers.~~

5. Survey on Redelivery

~~The Owners and the Charterers shall appoint surveyors~~
~~for the purpose of determining and agreeing in writing the~~
~~condition of the Vessel at the time of re-delivery.~~
~~Without prejudice to Clause 15 (Part II), the Charterers~~
~~shall bear all survey expenses and all other costs, if any,~~
~~including the cost of docking and undocking, if required,~~
~~as well as all repair costs incurred. The Charterers shall~~
~~also bear all loss of time spent in connection with any~~
~~docking and undocking as well as repairs, which shall be~~
~~paid at the rate of hire per day or pro rata.~~

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PART IV
HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains, etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

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PART V
PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

"The Bareboat Charter Registry" shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

"The Underlying Registry" shall mean the registry of the state in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

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Execution Version – Hafnia Providence

Bareboat Charter Additional Clauses
Date: 28 February 2022

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THIS CHARTER is made by way of deed on 28 February 2022

BETWEEN:

(1) **Hai Kuo Shipping 2217T Pte. Limited**, (registration number 202205195C), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 80 Robinson Road, #02-00, Singapore (068898) (the "**Owners**"); and

(2) **Hafnia Pools Pte. Ltd.**, (registration number 201412492D), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road, #18-01 Mapletree Business City, Singapore (117438) (the "**Charterers**").

IT IS AGREED as follows:

32. DEFINITIONS AND INTERPRETATION

32.1 Definitions

In this Charter:

"**Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 2 (*Form of Acceptance Certificate*).

"**After Tax Basis**" means, with respect to any payment to be made by any Relevant Party under any Operative Document, an amount which (after deduction of any Taxes for which a Relevant Party is responsible) is equalto the payment due to be received by such recipient had no such Taxes been imposed.

"**Agent**" means, with respect to an entity, any director, officer, employee or other representative of such entity; any person for whose acts such entity may be vicariously liable; and any other person that acts for or on behalf of, or provides services for or on behalf of, such entity, in each case, whilst acting in his capacity as such.

"**Anti Bribery Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 (as amended from time to time), all other applicable anti-corruption laws and all other national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, or any other benefits to, any person.

"**Anti-Money Laundering Laws**" means all applicable financial record-keeping and reporting requirements, anti-money laundering laws:

(a) applicable in the United States of America, the European Union, the United Kingdom, Bermuda and Singapore and which in each case are issued, administered or enforced by any governmental agency having jurisdiction over the Owners or any Relevant Party;

(b) of any jurisdiction in which the Owners or any Relevant Party conducts business; or

(c) to which the Owners or any Relevant Party is subjected or subject to.

"**Approved Flag State**" means Singapore or any other country or jurisdiction in which the Vessel is from time to time registered with the prior written consent of the Owners whose approval shall not be unreasonably withheld or delayed.

"**Approved Valuer**" means each of Clarksons Platou, Fearnley, Maersk Brokers, Braemar ACM, Lorentzen & Stemoco AS, Simpson Spence Young, Drewry, Arrow S&P and any other reputable and independent ship brokers acceptable to and approved by the Owners.

"**Associated Charter**" means, in respect of each Associated Vessel, the bareboat charter of such Associated Vessel dated on or around the date of this Charter and made between the Charterers and the Associated Owners relating to such Associated Vessel.

"**Associated Initial MOA**" means each Associated Initial MOA referred to in Schedule 5.

"**Associated Initial Seller**" means each Associated Initial Seller referred to in Schedule 5.

"**Associated MOA**" means each Associated MOA referred to in Schedule 5.

"**Associated Owner**" means each Associated Owners referred to in Schedule 5.

"**Associated Vessel**" means each Associated Vessel referred to in Schedule 5.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Broken Funding Costs**" means all break funding costs and expenses incurred or payable by the Owners under the Owners' financing arrangements in respect of the financing of the Purchase Price or any part thereof when a repayment or prepayment does not fall on a Purchase Option Date. When calculating the Broken Funding Costs, any benefit recognised by the Owners on swaps arranged between the Owners and the Finance Parties pursuant to the Facility Agreement should be for the credit of the Charterers and set off against the Broken Funding Costs (provided that such credit as determined in the absolute discretion of the Owners shall be less of any cost and expense associated when entering or arranging such swaps).

"**Business Day**" means a day (other than a Saturday or Sunday):

(a) in relation to any date for payment of amounts under the Operative Documents,on which commercial banks and the relevant financial markets are open for general business in Beijing, Singapore, New York City, London, Bermuda and Copenhagen;

(b) in relation to the Delivery Date, Beijing, New York City, Copenhagen and Singapore; and

(c) in relation to any other matters, on which commercial banks are open for general business in Beijing, Copenhagen and Singapore.

"**Capital Element**" means $*Purchase Price – Purchase Obligation Price / 40*, being an amount equal to the Purchase Price less the Purchase Obligation Price, divided by 40, as set out in Schedule 6.

"**Charter Guarantor**" means Hafnia Limited, a company incorporated under the laws of Bermuda, with company registration number 49023, having its registered office at c/o Inchona Services Limited, Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, Hamilton HM 1189, Bermuda.

"**Charter Period**" means the period from the Delivery Date until the Expiry Date or if earlier, until the termination of this Charter following an Early Termination Event or a Termination Event.

"**Charterers Assignment**" means, with respect to the Vessel, the Charterers' assignment entered into or to be entered into between the Charterers and the Owners inrespect of, amongst other things:

(a) the Requisition Compensation;

(b) the Earnings; and

(c) the Sub-Charters.

"**Classification Society**" means the classification society as named in Box 10, Part I of this Charter or such other classification society being a member of IACS as may be approved by Owners in writing from time to time, such approval not to be unreasonably withheld or delayed.

"**Code**" means the US Internal Revenue Code of 1986.

"**Commercial Manager**" means Hafnia Pte. Ltd, the Charterers (or any of its subsidiaries) or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Compliance Certificate**" means a certificate delivered pursuant to paragraph (l) (*Requirements as to financial statements*) of Clause 45.1 (*Charterers undertakings*) substantially in the form set out in Schedule 3 (*Compliance Certificate*).

"**Cut-off Date**" means 31 July 2022 or such other date as the Owners and the Charterers may agree in writing.

"**Default Interest Period**" has the meaning ascribed to it in Clause 37.5 (*Default* Interest).

"**Default Rate**" means the aggregate of (i) the Interest Rate and (ii) 2 % per annum. "**Delivery**" means the time when:

(a) the Owners shall accept delivery and obtain the title of the Vessel under the Memorandum of Agreement; and

(b) the Charterers shall accept delivery of the Vessel under this Charter.

"**Delivery Date**" means the date on which Delivery occurs.

"**Dollars**" and "**$**" means the lawful currency of the United States of America.

"**Early Termination Event**" means any event or circumstance described in Clause 42 (*Illegality*).

"**Earnings**" means:

(a) all monies from time to time due or payable to the Charterers during the Charter Period arising out of the use or operation of the Vessel as:

(i) final pool distributions under the Hafnia LR Pool Agreement; or

(ii) if the Vessel is not employed in the Hafnia LR Pool, all freight, hire, passage money or income arising under any Sub-Charter or any other charter commitment;

(iii) compensation payable to the Charterers in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention monies; and

(iv) any compensation, termination fee or other damages for breach (or payable for variation or termination) of any Sub-Charter.

(b) any sums recoverable under any Insurance (including any sums recoverableunder any loss of earnings insurance).

"**Environmental Authorisation**" means any Authorisation required at any time underEnvironmental Law.

"**Environmental Claims**" means any claim in connection with any violation of an Environmental Law or Environmental Authorisation which is likely to give rise to anymaterial liability on the part of the Charterers.

"**Environmental Incident**" means any Spill:

(a) from the Vessel; or

(b) from any other vessel in circumstances where:

(i) the Vessel or the Charterers or any Manager may be liable for Environmental Claim(s) arising from the Spill; and/or

(ii) the Vessel may be arrested or attached in connection with any such Environmental Claim.

"**Environmental Law**" means any law, regulation, direction or convention concerning pollution or protection of human health or the environment.

"**Expiry Date**" means the date falling one hundred and twenty (120) months after the Delivery Date.

"**Facility Agreement**" means the facility agreement entered into or to be entered into in accordance with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*) between the Owners and the Finance Parties for financing or refinancing of the acquisition cost of the Vessel.

"**Fair Market Value**" means the amount determined in a valuation of the Vessel in accordance with Clause 59 (*Fair Market Value*).

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction,which (in either case) facilities the implementation of any law or regulation referred to in (a); or

(c) any agreement pursuant to implementation of any treaty, law or regulation referred to in (a) or (b) with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under this Charter required by FATCA.

"**Fee Letter**" means the letter dated on or about the date of this Charter between the Charterers and the Owners setting out any of the fee referred to in Clause 37.1(a) (*Rent*).

"**Finance Documents**" means the Facility Agreement and any other document designated as such by any Finance Parties and the Owners, and "**Finance Document**" means any of them.

"**Finance Party**" means any bank or financial institution which is or will become a party to a Finance Document (other than the Owners and other entities who may have agreed or be intended as debtors and/or obligors thereunder) and "**Finance Parties**" means two or more of them.

"**Finance Party Quiet Enjoyment Letter**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (Quiet enjoyment) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4 but with the final issued form subject to Finance Party, Charterer and Sub-Charterer (if applicable) approval (each acting reasonably).

"**Financial Covenants**" means the covenants and undertakings in Clause 47 (*Financial Covenants*).

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, in force prior to 1 January 2019, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they aresold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against orbenefit from fluctuation in any rate or price (and, when calculating the value ofany derivative transaction, only the marked to market value (or if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bankor financial institution;

(i) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Expiry Date or are otherwise classified as borrowings under GAAP;

(j) any amount or any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and

(k) (without double counting) the amount of any liability in respect of any guaranteeor indemnity for any of the items referred to in paragraphs (a) to (j) above.

"**GAAP**" means, with respect to any financial statements to be delivered pursuant to this Charter, International Accounting Standards, IFRS and related interpretations as amended, supplemented, issued or adopted from time to time by the International Accounting Standards Board to the extent applicable to such financial statements.

"**Governmental Agency**" means any government or any governmental agency, semi- governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Charter Guarantor and its Subsidiaries.

"**Hafnia LR Pool**" means the shipping pool for LR1 vessels managed by the Commercial Manager pursuant to the terms of the Hafnia LR Pool Agreement.

"**Hafnia LR Pool Agreement**" means the pool agreement dated 1 February 2021 (as amended and supplemented from time to time) made between, among others, the Commercial Manager and the Charterers (as participant), pursuant to which the Vessel is one of the pool vessels therein.

"**IAPPC**" means a valid international air pollution prevention certificate for the Vesselissued under Annex VI (Regulations for the Prevention of Air Pollution from Ships) tothe International Convention for the Prevention of Pollution from Ships 1973 (as modified in 1978 and 1997).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

"**Increased Costs**" has the meaning ascribed to it in Clause 43.1 (*Increased Costs*). "**Indemnitee**" means any of the Owners and their respective directors, officers and agents appointed by the Owner under the Operative Documents.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Initial MOA**" means the memorandum of agreement dated 28 January 2022 in respect of the Vessel entered into between the Initial Seller and the Seller.

"**Initial MOA Bill of Sale**" means the bill of sale from the Initial Seller as seller to the Seller as buyer pursuant to the terms of the Initial MOA in respect of the Vessel in the form as approved by the Initial Seller, the Seller and the Owners.

"**Initial Seller**" means STI Providence Shipping Co, Ltd., a corporation incorporated under the laws of Marshall Islands having its registered address at the Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960.

"**Insurance Proceeds**" means any amounts payable in consequence of a claim under any of the Insurances.

"**Insurances**" means all policies and contracts of insurance (including all entries of theVessel in a protection and indemnity or war risks association) which are from time to time after the date of this Charter or during the Charter Period taken out or entered into by or for the benefit of the Charterers or the Manager (whether in the sole name of the Charterers or in the joint names of the Manager and the Owners or otherwise) in connection with the Vessel (including all benefits and claims and return of premiums relating to such policies and contracts).

"**Interest Element**" means, on each Payment Date, an amount calculated by multiplying (A) (in relation to the first Payment Date) the Purchase Price or (in relation to each other Payment Date) the Outstanding Principal set forth opposite the immediately preceding Payment Date (or if none, the Delivery Date) by (B) the applicable Interest Rate for the relevant Rent Period ending on the next immediate Payment Date and (C) a fraction whose denominator is three hundred and sixty (360) and numerator is the number of days which will elapse from that Payment Date (including that date) until, in respect of the Payment Date of the final Rent Period during the Charter Period, the Expiry Date (including that date), and, in respect of all other Hire Payment Dates, the next Payment Date (excluding that date).

"**Interest Element Determination Date**" means:

(a) for the purposes of determining the Interest Rate in relation to the first Rent Period, the date falling ten (10) Business Days prior to the commencement date of the first Rent Period; and

(b) for the purposes of determining the Interest Rate in relation to each of the other Rent Periods, the first calendar day on which a Quarter Date occurs, provided that if such day is not a Business Day, the Interest Element Determinate Date for each such Rent Periods shall be deemed to be the preceding Business Day.

"**Interest Rate**" means, subject to Clause 37.10 (*Cost of Funds*), the aggregate of the Margin and

(a) for any Rent Period in respect of which the Interest Element Determination Date falls before the occurrence of a Screen Rate Replacement Event, 3 months LIBOR; or

(b) for any Rent Period in respect of which the Interest Element Determination Date falls upon or after the occurrence of a Screen Rate Replacement Event, the Replacement Benchmark agreed on pursuant to Clause 37.8 (*Replacement Benchmark*),

"**ISM Code**" means the International Safety Management Code (including the guidelines on its implementation), adopted by the International Maritime Organisation Assembly as Resolutions A.741 (18) (as amended by MSC 104 (73)) and A.913(22) (superseding Resolution A.788 (19)), as the same may be amended, supplemented or superseded from time to time (and the terms "safety management system", "Safety Management Certificate" and "Document of Compliance" have the same meanings as are given to them in the ISM Code).

"**ISM Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISM Code under paragraph 1.1.2 of the ISM Code.

"**ISPS Code**" means the International Ship and Port Facility Security Code adopted by the International Maritime Organisation (as the same may be amended, supplemented or superseded from time to time).

"**ISPS Company**" means, at any given time, the company responsible for the Vessel's compliance with the ISPS Code.

"**ISSC**" means a valid international ship security certificate for the Vessel issued underthe ISPS Code

"**Legal Reservations**" means:

(a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;

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

(c) similar principles, rights and defences under the laws of any relevant jurisdiction; and

(d) any other matters which are set out as qualifications or reservations as to mattersof law of general application in any legal opinion delivered pursuant to Clause 35.1 (*Owners' conditions precedent and Subsequent*) including, without limitation, in relation to any Security Document, relevant Security Perfection Requirements.

"**Lender**" means the person as defined as a lender in the Facility Agreement.

"**LIBOR**" means the applicable Screen Rate at or about 11:00 am (London time) on the relevant Interest Element Determination Date for the offering of deposits in US Dollars for the relevant period and, if any such rate is below zero, LIBOR will be deemed to be zero.

"**Lien**" means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation, assignment or security interest of any kind securing any obligation of any person or any type of preferential arrangement (including, without limitation, conditional sale, title transfer and/or retention arrangements having a similareffect), in each case howsoever arising.

"**Limitation Acts**" means the Limitation Act 1980 and the Foreign Limitation PeriodsAct 1984.

"**Losses**" means each and every liability, loss, charge, claim, demand, action, proceeding, damage, judgment, order or other sanction, enforcement, penalty, fine, fee, commission, interest, lien, salvage, general average, cost and expense of whatsoever nature suffered or incurred by or imposed on any relevant person, which for the avoidance of doubt, excludes any loss of profit, loss of production, loss of revenue, loss of time, loss of contracts or otherwise or any consequential or indirect loss (but does not exclude any interest or default interest payable under this Charter or any other Operative Document).

"**Major Casualty Amount**" means $1,750,000.

"**Management Agreement**" means any technical and/or commercial management agreement(s) entered into between the Charterer and the relevant Manager for the technical and/or commercial management of the Vessel.

"**Manager**" means each of the Commercial Manager and the Technical Manager. "**Manager's Undertaking**" means, if applicable, the deed of undertaking executed or to be executed by a Manager in favour of the Owners.

"**Manuals and Technical Records**" means all such records, logs, manuals, handbooks,technical data, drawings, and other materials and documents relating to the Vessel which are required to be maintained in accordance with Clause 48.16 (*Manuals and Technical Records*).

"**Margin**" means 2.05%.

"**MARPOL**" means the International Convention for the Prevention of Pollution fromShips 1973 (as modified in 1978 and 1997) and includes any amendments or extensionsof it and any regulation issued pursuant to it.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations or property or conditions (financial or otherwise) of the Group taken as a whole;

(b) the ability of any of the Charterers or the Charter Guarantor to perform its payment or other material obligations under the Operative Documents to which it is a party;

(c) the validity, legality or enforceability of, or the effectiveness or ranking of any security interest granted or purported to be granted pursuant to any of the Operative Documents or the rights or remedies of the Owners under the Operative Documents.

"**Memorandum of Agreement**" means the memorandum of agreement together with all addenda, amendments and supplements to it, made or to be made between the Sellerand the Owners.

"**MOA Bill of Sale**" means the bill of sale from the Seller as seller to the Owners as buyer inrespect of the Vessel in the form set out in the Memorandum of Agreement or such other form as approved by the Owners.

"**Mortgage**" means the first preferred or priority ship mortgage executed or to be executed in accordance with the terms of Clause 61.3 (*Further conditions to assignmentby the Owners*) by the Owners as security for the Owners' obligations under the Finance Documents.

"**Operative Documents**" means:

(a) this Charter, together with the Acceptance Certificate;

(b) the Memorandum of Agreement, together with the MOA Bill of Sale (as defined therein);

(c) the Security Documents;

(d) the Fee Letter; and

(e) any other document, instrument or agreement which is agreed in writing by the Owners and the Charterers to be an Operative Document, and "**Operative Document**" means any of them.

"**Original Financial Statements**" means the audited consolidated financial statements of the Charter Guarantor with respect to the year ending 31 December 2020.

"**Outstanding Principal**" means the amount equal to the Purchase Price as may be reduced from time to time by payment of the Capital Element, as set out in Schedule 6.

"**Owners Account Bank**" means any bank or financial institution with which the Payment Account is at any time held.

"**Owners' Default**" means:

(a) any event mentioned in Clause 54.8 (*Insolvency*) or 54.9 (*Insolvency proceedings*) that occurs mutatis mutandis in respect of the Owners; or

(b) any expropriation, attachment, sequestration, distress or execution affecting any asset of the Owners; or

(c) the Owners fail to comply with their obligations under paragraphs (a) of Clause 36.1 (*Quiet enjoyment*) and such non-compliance continues for a period of 30 days or more,

provided always that no Owners' Default shall have occurred if (i) such event was wholly or partially attributable to any Potential Termination Event or negligence of any Relevant Party or any Manager; and/or (ii) in the case of (a) above, if any winding-up petition is frivolous or vexatious and is discharged, stayed ordismissed within 30 days of commencement and/or (iii) in the case of (b) above, the Vessel has been transferred free of any expropriation, attachment, sequestration, distress or execution caused by the Owners to a solvent affiliate or Subsidiary of ICBC Financial Leasing Co., Ltd. and registered in the name of that affiliate or Subsidiary with the Approved Flag applicable to the Vessel immediately before such transfer within 60 days of the relevant event or circumstance and such transfer is otherwise in accordance with Clause 61.2 (*Assignment by the Owners*).

"**Owners' Default Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Default Purchase Option Date**" has the meaning given to it in Clause 55.2 (*Owners' Default Purchase Options*).

"**Owners' Issued Quiet Enjoyment Agreement**" means the quiet enjoyment agreement referred to in Clause 36.1(b) (*Quiet enjoyment*) which the Parties shall use best efforts to obtain substantially on the terms of Schedule 4.

"**Parent Guarantee**" means the corporate guarantee executed or to be executed by theCharter Guarantor in favour of the Owners.

"**Party**" means a party to this Charter.

"**Payment Account**" means the account (or any sub-account or sub-division thereof) as notified by the Owners in writing to the Charterers from time to time.

"**Payment Date**" means, subject to Clause 37.4 (*Business Days*), in relation to the payment of Rent, (i) the Delivery Date; (ii) the Quarter Date that occurs immediately after the Delivery Date provided always that if the Delivery Date occurs prior to a Quarter Date in the same month which the Delivery Date occurs, the second Payment Date shall be the next immediate Quarter Date; and (iii) thereafter each of the other thirty-eight (38) Quarter Dates.

"**Permitted Liens**" means any:

(a) Liens created by the Operative Documents and the Finance Documents; (b) liens for unpaid crew's wages which are not overdue;

(c) liens for salvage;

(d) liens arising by operation of law for not more than one month's prepaid hireunder any charterparty in relation to the Vessel not prohibited by this Charter;

(e) Liens for master's disbursements incurred in the ordinary course of trading; (f)Liens arising in the course of dry-docking of the Vessel not exceeding $2,500,000;

(g) other Liens arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel (other than by reason of dry-docking of the Vessel referred to in (f) above) in aggregate not exceeding $1,000,000;

(h) Liens created in favour of a plaintiff or defendant in any action of the court or tribunal before which such action is brought as security for costs and expenses where the Charterers is prosecuting or defending such action in good faith by appropriate steps or which are subject to a pending appeal and for which there shall have been granted a stay of execution pending such appeal and for the payment of which adequate reserves have been made by the Group so long as any such proceedings or the continued existence of such Liens shall not, and may reasonably be considered unlikely to, lead to the arrest, sale, forfeiture or loss of, the Vessel or any interest in the Vessel; and

(i) any lien the creation of which has been otherwise expressly permitted in writing by the Owners.

"**Pollutant**" means and includes oil and its products, any other polluting, toxic or hazardous substance and any other substance whose release into the environment is regulated or penalised by Environmental Laws.

"**Potential Termination Event**" means any event or circumstance specified in Clause 54 (*Termination Events*) which, with the expiry of a grace period, the giving of notice or fulfilment of any other relevant condition (or any combination of any of the foregoing) would become a Termination Event.

"**Prohibited Person**" means any person (whether designated by name or by reason of being included in a class of persons) against whom Sanctions are directed, including without limitation as a result of being either:

(c) owned or controlled directly or indirectly by any person which is a designated target of Sanctions; or

(b) organised under the laws of, or a citizen or resident of, any Restricted Country, or otherwise a target of Sanctions.

"**Purchase Obligation**" means the obligation of the Charterers to purchase the Vessel on the Expiry Date, as detailed in Clause 55.3 (*Obligation to Purchase*).

"**Purchase Obligation Price**" means an amount equal to ten million Dollars ($10,000,000).

"**Purchase Option**" means the option of the Charterers to purchase the Vessel in accordance with Clause 55.1 (*Purchase Options*).

"**Purchase Option Date**" has the meaning given to it in Clause 55.1 (*Purchase* Options).

"**Purchase Option Exercise Date**" means subject to Clause 37.4 (Business Days), in relation to the exercise of Purchase Option, the 15th calendar day on each successive month after the Delivery Date during the Charter Period but before Expiry Date.

"**Purchase Option Price**" means an amount equal to the Outstanding Principal on the applicable Purchase Option Date, as set out in Schedule 7.

"**Purchase Price**" means the lower of: (i) the total price payable by the Seller for the Vessel under the Initial MOA; and (ii) the relevant Fair Market Value of the Vessel on/around the Delivery Date (as determined in accordance with Clause 59).

"**Quarter Date**" means each of 15 March, 15 June, 15, September and 15 December, which occurs after Delivery Date during the Charter Period.

"**Quarterly Rent**" means, in respect of each Payment Date, the sum of (i) the Capital Element and (ii) the Interest Element.

"**Relevant Party**" means any of the Seller, the Charterers or the Charter Guarantor and"**Relevant Parties**" means all of them.

"**Rent**" means the Quarterly Rent payable on each Payment Date from (and including) the current Payment Date until (but excluding) the next Payment Date (or in respect of the last Payment Date) until (and including) the Expiry Date.

"**Rent Period**" mean, in respect of the Outstanding Principal, each period determined in accordance with Clause 37.1(c).

"**Replacement Benchmark**" means a benchmark rate which is:

(a) formally designated, nominated or recommended as the replacement for the Screen Rate by:

(i) the administrator of the Screen Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by the Screen Rate); or

(ii) any Relevant Nominating Body, and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Benchmark" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Owners and the Charterers, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the Screen Rate; or

(c) in the opinion of the Owners and the Charterers, an appropriate successor to the Screen Rate,

and, in each case if any such rate is below zero, then it shall be deemed to be zero.

"**Requisition Compensation**" means any and all moneys or other compensation (otherthan the proceeds of Insurances) from time to time payable after the date of this Charter and during the Charter Period by reason of requisition for title to, or other compulsory acquisition of, the Vessel, otherwise than by requisition of hire.

"**Restricted Country**" means any country or territory that is the subject of comprehensive, country-wide or territory-wide (as applicable) Sanctions that prohibit dealings with that country or that territory (as applicable).

"**Sanctions**" means any sanctions, embargoes, freezing provisions, prohibitions or other restrictions relating to trading, doing business, investment, exporting, financing or making assets available (or other activities similar to or connected with any of the foregoing):

(a) imposed by law or regulation of the United Kingdom, the Council of the European Union, the People's Republic of China, the United Nations or its Security Council, the United States of America, the Flag State of the Vessel, the jurisdiction of incorporation of the Owners and the Charterers or any government official institution or agency of any of the foregoing, whether or not any Relevant Party is legally bound to comply with the foregoing; or

(b) otherwise imposed by law or regulation applicable to any Relevant Party and with which is reasonable in the ordinary course of the Charterers' business.

"**Scheduled Delivery Date**" means the date specified in the Delivery Notice (as definedin the Memorandum of Agreement) or such other date falling on or before the cancelling date as set out in the Memorandum of Agreement on which Delivery is expected to occur.

"**Screen Rate**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for US Dollars for the relevant period displayed on pages LIBOR01 or LIBOR02 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters. If such page or service ceases to be available, the Owners may specify another page or service displaying the relevant rate after consultation with the Charterers.

"**Screen Rate Replacement Event**" means, in relation to the Screen Rate:

(c) the methodology, formula or other means of determining the Screen Rate has, in the opinion of the Owners and the Charterers, materially changed; or

(d) the administrator of the Screen Rate or its supervisor publicly announces that such administrator is insolvent; or

(e) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the Screen Rate is insolvent, provided that, in each case, at that time, there is no successor administrator to continue to provide the Screen Rate;

(f) the administrator of the Screen Rate publicly announces that it has ceased or will cease to provide the Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Screen Rate;

(g) the supervisor of the administrator of the Screen Rate publicly announces that the Screen Rate has been or will be permanently or indefinitely discontinued; or

(h) the administrator of the Screen Rate or its supervisor announces that the Screen Rate may no longer be used; or

(i) the supervisor of the administrator of the Screen Rate makes a public announcement or publishes information stating that the Screen Rate is no longer or, as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

(j) the administrator of the Screen Rate determines that the Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owners and the Charterers) temporary; or

(k) in the opinion of the Owners and the Charterers, the Screen Rate is otherwise no longer appropriate for the purposes of calculating the Interest Element under this Charter.

"**Security Agent**" means the person as defined in the Facility Agreement as security agent or trustee for the Finance Parties.

"**Security Assets**" means the assets which are from time to time, or are expressed to be, the subject of the Liens created or to be created by the Security Documents.

"**Security Documents**" means:

(a) the Parent Guarantee;

(b) the Charterers Assignment;

(c) each Manager's Undertaking;

(d) the Subordination Deed; and

(e) any other document designated as such by the Owners and the Charterers.

"**Security Perfection Requirements**" means, in respect of the Security Documents, any Authorisations of the Security Documents as may be required or recommended in any legal opinion accepted under Clause 35 (*Conditions Precedent and Subsequent*).

"**Seller**" means BW ALDRICH PTE. LTD., (registration number 201412465W), a company duly incorporated and validly existing under the laws of Singapore whose registered office is at 10 Pasir Panjang Road #18-01 Mapletree Business City, Singapore 117438 in its capacity as seller under the Memorandum of Agreement.

"**Spill**" means any actual or threatened emission, spill, release or discharge of a Pollutant into the environment.

"**Sub-Charter**" means subject to Clause 48.3 (*Sub-leasing*), and provided the Vessel is not employed in the Hafnia LR Pool or any other pool managed by the Commercial Manager, any other sub-charter, charter (including any bareboat charter and demise charter) or contract of employment in respect of the Vessel which is for a fixed term equal to or exceeding twenty-four (24) months entered into or to be entered into from time to time by the Charterers with any person (for the avoidance of doubt, not including any sub-charter, charter or contract of employment in respect of the Vessel entered into by the Commercial Manager in its authority as manager of the Hafnia LR Pool).

"**Sub-Charterer**" means any person who is a sub-charterer (or equivalent) under a Sub-Charter.

"**Subordination Deed**" means any deed of subordination granted or to be granted by any member of the Group in favour of the Owners in respect of any Subordinated Liabilities owed by the Charterers to such member of the Group.

"**Subordinated Liabilities**" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent payable or owing by the Charterers to any member of the Group.

"**Subsidiary**" of a person means any other person:

(a) directly or indirectly controlled by such person; or

(b) of whose dividends or distributions on ordinary voting share capital such person is beneficially entitled to receive more than 50 per cent (50%).

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) and "**Taxation**" shall be construed accordingly.

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax. "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under an Operative Document required to bemade by any Relevant Party from a payment to the Owners under an Operative Document.

"**Tax Indemnitee**" means any of the Owners and their respective directors and officers.

"**Tax Payment**" means an increased payment made by the Charterers to a Tax Indemnitee under Clause 41.1 (*Withholding Taxes*) or payment under Clause 41.2 (*Tax indemnity*).

"**Technical Manager**" means BW Fleet Management Pte. Ltd., V.Ships Asia Group Pte. Ltd., Thome Ship Management Pte. Ltd., MMS Co. Ltd. Singapore Branch, Synergy Marine Pte. Ltd., Donnelly Tanker Management Limited, any other subsidiary of Hafnia Pte. Ltd. or such other reputable manager appointed by the Charterers and approved by the Owners in writing (such approval not to be unreasonably withheld).

"**Termination Event**" means any event or circumstance described in Clause 54 (*Termination Events*).

"**Termination Sum**" shall have the meaning given in Clause 57.2 (*Payments on a* Termination Event).

"**Termination Sum Payment Date**" has the meaning set out at Clause 57.2 (*Payments on a Termination Event*).

"**Test Date**" has the meaning set out in Clause 47.2 (*Financial definitions*). "**Total Loss**" means, in relation to the Vessel, its:

(a) actual, constructive, compromised, agreed or arranged total loss; or

(b) requisition for title, confiscation or other compulsory acquisition by a Governmental Agency unless it is within 180 days redelivered to the control of the Owners or the Charterers; or

(c) hijacking, theft, condemnation, capture, seizure, arrest or detention unless it is within 180 days redelivered to the control of the Owners or the Charterers.

"**Total Loss Date**" means:

(a) in the case of an actual loss of the Vessel, the date on which it occurred or, if that is unknown, the date when the Vessel was last heard of;

(b) in the case of a constructive, compromised, agreed or arranged total loss of the Vessel, the earlier of:

(i) the date on which a notice of abandonment is given to the insurers; and

(ii) the date of any compromise, arrangement or agreement made byor on behalf of the Owners with the Vessel's insurers in which the insurers agree to treat the Vessel as a total loss; and

(c) in the case of any other type of total loss of the Vessel, the date (or the most likely date) on which it appears to the Owners that the event constituting the total loss occurred, such date being no earlier than the date on which the 180 days' grace period in paragraph (b) or, as the case may be, paragraph (c) of the definition of Total Loss would expire unless the Vessel's insurers agree to treat the Vessel as a total loss before the expiry of such grace period.

"**Total Loss Payment Date**" means, following the occurrence of a Total Loss, the earliest of:

(a) (i) in case of the events set out in paragraphs (a) and (b) of the definition of "Total Loss Date", the 180th day following such Total Loss Date (or such later date as the Owners may agree) and (ii) in case of the events set out in paragraph (c) of the definition of "Total Loss Date", the Total Loss Date (or such later date as the Owners may agree);

(b) the date on which the Owners and/or the Security Agent receives the Insurance Proceeds in respect of the Total Loss or any Requisition Compensation; and

(c) the Expiry Date.

"**Ultimate Parent**" means BW Group Limited, a company incorporated under the laws of Bermuda, having its registered office at Washington Mall Phase 2, 4th Floor, Suite 400, 22 Church Street, Hamilton HM EX, HM 1189, Bermuda.

"**Vessel**" means the LR1 product tanker named "STI Providence" currently registered in the name of the Initial Seller with IMO Number 9737759 under the laws and flag of the Marshall Islands and which upon her simultaneous delivery from the Initial Seller to the Seller under the Initial MOA and from the Seller to the Owner under Memorandum of Agreement will be re-named Hafnia Providence and registered in the name of the Owner under the laws and flag of Singapore with IMO Number 9737759 , including all component parts or accessories of the Vessel, all substitutions of, additions to, replacements or renewals of, any of these component parts or accessories from time to time made in accordance withthis Charter, and any of these component parts or accessories which, having been removed from the Vessel, remain the property of the Owners pursuant to this Charter and, where the context permits, shall include the Manuals and Technical Records.

32.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Charter to:

(i) the "**Owners**", the "**Charterers**", any "**Associated Initial Seller**", any "**Associated Owner**", any "**Sub-Charterer**", any "**Relevant Party**", any "**Finance Party**", the "**Security Agent**" or any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(ii) "**assets**" includes present and future properties, revenues and rights of every description;

(iii) "**charter commitment**" means, in relation to the Vessel, any charter or contract for the use, employment or operation of the vessel or the carriage of people and/or cargo or the provision of services by or from it and includes any agreement for pooling or sharing income (other than from the Hafnia LR Pool Agreement) derived from any such charter or contract;

(iv) an "**Operative Document**" or any other agreement or instrument is a reference to that Operative Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(v) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(vi) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legalpersonality);

(viii) "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statue, treaty orother legislative measure in any jurisdiction or any present or future directive, regulation or requirement, or official or judicial interpretationof any of the foregoing, and any rule, treaty, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(ix) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law, but if not having the force of law which is generally complied with in the ordinary course of business of the person concerned) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(x) a provision of law is a reference to that provision as amended or re-enacted; and

(xi) a time of day is a reference to Beijing time unless stated otherwise.

(b) Unless a contrary indication appears, references to Clauses and Schedules are to be construed as references to clauses of, and schedules to, this Charter. Clause and Schedule headings are for ease of reference only.

(c) Unless a contrary indication appears, a term used in any other Operative Document or in any notice or certificate given under or in connection with any Operative Document has the same meaning in that Operative Document, notice or certificate as in this Charter.

(d) A Potential Termination Event or a Termination Event is "**continuing**" if it has not been remedied to the satisfaction of the Owners or waived.

(e) In this Charter, unless a contrary indication appears, words importing the plural include the singular and vice versa, and words importing a gender include every gender.

32.3 **Third party rights**

Any person which is an Indemnitee or a Tax Indemnitee from time to time and is not aparty to this Charter shall be entitled to enforce such terms of this Charter as provide for the obligations of the Charterers to such Indemnitee or Tax Indemnitee, as the casemay be, in each case, subject to the provisions of Clause 70 (*Governing Law*) and the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**"). The Third Parties Act applies to this Charter as set out in this Clause 32.3. Save as **provided** above, a person who is not a party to this Charter has no right to use the Third Parties Act to enforce any term of this Charter and, subject to the other provisions of the otherOperative Documents, the parties to this Charter do not require the consent of any thirdparty (including, without limitation, Indemnitee or Tax Indemnitee who is not a party to this Charter) to amend or rescind this Charter at any time.

33. CHARTER OF VESSEL

Subject to the terms and conditions of this Charter, the Owners shall charter, and the Charterers shall take on charter, the Vessel for the Charter Period. There shall be no renewal or extension of the Charter Period beyond the Expiry Date.

34. DELIVERY OF VESSEL

34.1 Delivery

(a) At the request of the Charterers, the Owners have entered into the Memorandumof Agreement with the Seller, pursuant to which the Owners have agreed to purchase the Vessel at the Purchase Price and upon the terms and conditions of the Memorandum of Agreement.

(b) Notwithstanding anything to the contrary contained in the Charter, immediatelyupon delivery of the Vessel to the Owners by the Seller pursuant to the Memorandum of Agreement, the Owners will be deemed to have delivered theVessel to the Charterers and the Charterers will be deemed to have taken delivery of the Vessel from the Owners under this Charter. On Delivery and without prejudice to the foregoing provisions, the Charterers shall execute and deliver to the Owners the Acceptance Certificate.

34.2 Acceptance Certificate

The execution and delivery of the Acceptance Certificate pursuant to Clause 3 4 . 1 (*Delivery*) shall constitute irrevocable, final and conclusive evidence that:

(a) the Charterers have accepted the Vessel for the purposes of this Charter; and

(b) the Vessel was delivered to the Charterers in a condition in compliance with thisCharter.

34.3 Charterers' acknowledgement

The Charterers acknowledge that:

(a) the Owners shall purchase the Vessel pursuant to the Memorandum of Agreement for the sole purpose of chartering the Vessel to the Charterers pursuant to this Charter;

(b) the Charterers shall not be entitled to refuse to accept delivery of the Vessel andshall be deemed to have taken delivery of the Vessel under this Charter once theOwners acquire title to the Vessel pursuant to the Memorandum of Agreement;

(c) the Owners' obligation to pay to the Seller the Purchase Price under the Memorandum of Agreement shall be subject to the conditions set out in Clause 35 (*Conditions Precedent and Subsequent*);

(d) the Owners shall not be liable for any Losses resulting (directly or indirectly) from any defect or alleged defect in the Vessel or failure or alleged failure of the Vessel to comply with the Memorandum of Agreement or the Initial Memorandum of Agreement; and

(e) the Charterers shall be responsible for the condition of the Vessel on the Delivery Date.

34.4 Delays in delivery

(a) The Owners' obligation to pay the Purchase Price under the Memorandum of Agreement and its ability to deliver the Vessel under this Charter is dependent upon the due and punctual performance by the Initial Seller of its obligations under the Initial MOA and by the Seller of its obligations under the Memorandum of Agreement. If, for any reason whatsoever, the Vessel is not delivered pursuant to the Initial MOA or the Memorandum of Agreement within the cancelling date specified therein and Initial MOA or the Memorandum of Agreement is cancelled, this Charter will be automatically cancelled at the same time at which the Initial MOA or the Memorandum of Agreement is cancelled without any liability on the Owners towards the Charterers and on the Charterers towards the Owners. If the Initial Seller or the Seller delays the delivery of, or fails to deliver, the Vessel to the Owners:

(i) the Owners shall not incur any liability to the Charterers under this Charter; and

(ii) the Charterers shall not be entitled to terminate this Charter, or to reject the Vessel when tendered for delivery by the Seller on the grounds of any such delay or failure.

(b) If the Initial Seller terminates or repudiates the Initial MOA or if the Seller terminates or repudiates the Memorandum of Agreement, the Owners' obligation to charter the Vessel to the Charterers under this Charter shall automatically terminate.

35. CONDITIONS PRECEDENT AND SUBSEQUENT

35.1 Owners' conditions precedent

(a) The Charterers shall not submit the Delivery Notice (as defined in the Memorandum of Agreement) unless the Owners shall have received all of the documents and evidence set out in Part 1 of Schedule 1 (*Conditions Precedent*).

(b) The obligation of the Owners (as buyers) to pre-position the Purchase Price in accordance with the terms of the Memorandum of Agreement on the Pre-Position Date (as defined in the Memorandum of Agreement) is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 2 of Schedule 1 (*Conditions Precedent*) on or prior to the Pre-Positon Date.

(c) The obligation of the Owners to sign the MOA PDA (as defined in the Memorandum of Agreement), agree to the release of the pre-positioned Purchase Price and accept the Vessel under this Charter on the Delivery Date is subject to the Owners being satisfied that the Owners have or will have received all of the documents and evidence set out in Part 3 of Schedule 1 (*Conditions Precedent*) on or prior to the Delivery Date.

(d) Each document provided to the Owners under this Clause 35.1 shall be in form and substance satisfactory to the Owners.

(e) The conditions specified in this Clause are inserted for the sole benefit of the Owners and may be waived or deferred in whole or in part and with or without conditions only by the Owners.

35.2 Owners' further conditions precedent

The obligation of the Owners to pay the Purchase Price in accordance with the Memorandum of Agreement and its obligations to charter the Vessel to the Charterers under this Charter is subject to the further conditions that:

(a) the representations and warranties in Clause 44.1 (Charterers representations) hereof shall be true and correct as if each was made with respect to the facts and circumstances existing immediately prior to the time when the Purchase Price is paid and Delivery is to take place;

(b) no Potential Termination Event shall have occurred and be continuing or would arise by reason of payment the Purchase Price under Memorandum of Agreement or by reason of the Delivery taking place;

(c) no event or circumstance has occurred or exists between the date hereof and the proposed date of payment of the Purchase Price or Delivery which may have a Material Adverse Effect;

(d) Delivery shall have occurred on or prior to the Cut-off Date (unless otherwise agreed by the Owners); and

(e) all of the Operative Documents received by the Owners as contemplated in Clause 35.1 (Owners' conditions precedent) are in full force and effect.

35.3 Owners' conditions subsequent

The conditions subsequent set out in Part 4 of Schedule 1 shall be complied with within 10 Business Days after the Delivery Date.

35.4 Sanctions

(a) Notwithstanding any other provision of this Charter or any Operative Documentsto the contrary, none of the Owners or the Relevant Parties is obliged to do or omit to do anythingif it would, or might in its reasonable opinion, constitute a breach of any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(b) Notwithstanding any other provision of this Charter or any Operative Document to the contrary but subject to any statutory obligations and confidentiality undertakings by which the Owners and any Relevant Party may be bound, each of them agrees to provide any information and documents that are within its possession, custody or control reasonably required by any other Party in order for that other Party to comply with any Sanctions or any laws and regulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it.

(c) If any of the Owners or any Relevant Party form the view that, in their reasonable opinion, it is required to disclose information obtained in connection with this Charter or any Operative Document to any person in order to comply with any Sanctions or any laws andregulations relating to anti-money laundering, counter-terrorism financing or economic and trade sanctions applicable to it, each of them agrees that, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by any of them to any of the others.

36. EXTENT OF OWNERS' LIABILITY

36.1 Quiet enjoyment

(a) Unless a Termination Event has occurred and is continuing or this Charter or the Charter Period has terminated pursuant to the terms of this Charter, the Owners undertake with the Charterers that they will not, nor shall any permitted person claiming through it (as mortgagee or assignee but always subject to the terms of any quiet enjoyment letter issued by such party to the Charterers), disturb or interfere with the quiet, peaceful and continuing possession, use and enjoyment of the Vessel by the Charterers due to any act or failure to act on the part of the Owners or any permitted person claiming through or under the Owners; provided always that the Owners shall not be liable to the Charterers or any other person for any interruption or disturbance to the Charterers' or such other person's quiet, peaceful use, or continued enjoyment of the Vessel as a result of (i) a defect in the Owners' ownership of or title to the Vessel as transferred to the Owners by the Seller, or (ii) breach of any obligations by any Relevant Party under any Operative Documents or (iii) compliance by the Owners with any applicable law, provided that if the Owners become aware that there has been or there is pending a change in any applicable law which would result in any such interruption or disturbance to the Charterers' quiet, peaceful use, or continued enjoyment of the Vessel, the Owners shall immediately notify the Charterers of the nature of such change or pending change and take whatever action may reasonably require by the Charterers to mitigate such interruption or disturbance, or (iv) total loss of the Vessel.

(b) If required by any relevant Sub-Charterer or potential Sub-Charterer (or any other relevant counterparty) to facilitate the Charterers entry into any future Sub-Charter (or other employment contract for the Vessel), the Owners agree to use best endeavours to issue a letter of quiet enjoyment to the relevant Sub-Charterer (or other relevant counterparty) on the terms of the Owners' Issued Quiet Enjoyment Agreement.

(c) The Owners shall use best endeavours to procure that the Finance Parties and/or relevant mortgagee will issue in favour of the Charterers and any Sub-Charterer a Finance Party Quiet Enjoyment Letter.

36.2 Limitations on Owners' liability

The Charterers acknowledge that:

(a) the Charterers alone have selected the Vessel for chartering by the Owners to the Charterers under this Charter; and

(b) the Vessel is satisfactory in all respects to the Owners, the Charterers and theirrespective technical experts.

Accordingly, the Charterers agree that:

(i) the Vessel shall be leased on an "as is, where is" basis;

(ii) the Owners make no condition, term, representation or warranty as to title, seaworthiness, condition, design, operation or fitness for use of theVessel, or as to the eligibility of the Vessel for any particular trade or operation, or any other condition, term, representation or warranty withrespect to the Vessel; and

(iii) the Charterers waive all their rights and claims in respect of any condition, term, representation or warranty described in paragraph (ii) above.

37. RENT, PAYMENTS AND CALCULATIONS

37.1 Rent

(a) The Charterers shall pay to the Owners, as consideration for entering into this Charter a non-refundable arrangement fee in the amount and upon the terms andconditions set out in the Fee Letter.

(b) The Charterers shall from the Delivery Date until the end of the Charter Period pay Rent to the Owners in advance on each Payment Date.

(c) Each Rent Period for the Outstanding Principal shall start on (and including) a Payment Date (or in the case of the first Rent Period, on the Delivery Date) and end on the next following Payment Date and in the case of the final Rental Period, the Expiry Date provided always that no Rent Period shall extend beyond the Charter Period.

37.2 Payment unconditional

(a) The Charterers' obligation to pay Rent and other payments on a "hell and high water" basis in accordance with this Charter and any other amounts payable by the Charterers under this Charter shall be absolute and unconditional irrespective of any matter or contingency, including:

(i) any set-off, counterclaim, recoupment, defence or other right which anyparty may have against the other;

(ii) the occurrence of a Total Loss or any other occurrence including the loss,destruction, confiscation, seizure, damage to the Vessel, or the interruption or cessation in or prohibition of the use of, or any requisition for hire or use of, possession or enjoyment of the Vessel by the Charterers, or any Sub-Charterer for any reason whatsoever;

(iii) any unavailability of the Vessel, including any lack or invalidity of titleor any other defect in the title, seaworthiness, condition, design, merchantability, fitness for use or purpose, or lack of crew, injury of anycrew, or the ineligibility of the Vessel for any particular use or trade, or for registration or documentation under the laws of any relevant jurisdiction;

(iv) any failure or delay on the part of any party, whether with or without fault on its part, in performing or complying with any of the terms of theOperative Documents;

(v) any insolvency, bankruptcy, winding-up, reorganisation, reconstruction, arrangement, readjustment of debt, dissolution or similar proceedings byor against any of the Owners, any Relevant Party or any other party to the Operative Documents;

(vi) any other cause which would, but for this Clause 37.2, have the effect of terminating or affecting the obligations of the Charterers under any of the Operative Documents; and

(vii) any invalidity, unenforceability or lack of due authorisation of, or otherdefect in, any of the Operative Documents.

(b) It shall be the intention of the Parties that the obligations of the Charterers under this Clause 33.2 shall survive any frustration of any of this Charter, except as provided for in this Charter, no amount payable or paid by the Charterers under this Charter to the Owners shall be repayable to the Charterers.

37.3 Manner of payment

All payments of Rent, the Purchase Option Price, the Owner's Default Purchase Option Price, the Purchase Obligation Price and any other amounts payable by the Charterers under this Charter and any other Operative Documents shall be made:

(a) in full, without any set-off or counterclaim and, subject as provided in Clause 41.1 (*Withholding Taxes*), free and clear of any deductions or withholdings; and

(b) in Dollars, in same day funds before 11:00 a.m. (Beijing time) on the due date for payment, to the Payment Account or such other account as the Owners maynotify the Charterers in writing at least 5 Business Days before the due date forpayment.

37.4 Business Days

Any payment which is due to be made under an Operative Document or any Purchase Option Date which is due to occur on a day which is not a Business Day shall be made on the next Business Day, unless such Business Day falls in the next calendar month or after the Expiry Date, in which case the due date shall be the preceding Business Day.

37.5 Default Interest

Without prejudice to the other rights and remedies of the Owners hereunder, if any amount due and payable by the Charterers hereunder is not received by the Owners on the due date for payment thereof in the manner herein stipulated, the Charterers shall pay interest on such amount for the period starting on (and including) the due date for payment thereof and ending on (but excluding) the date on which the same is received or recovered by the Owners in full (after as well as before judgment) at the rate(s) from time to time determined under this Clause 37.5. The period between the due date for payment of any sum due and payable and the date upon which the obligation to pay such sum is discharged shall be divided into successive periods, the duration of which shall be selected by the Owners (acting reasonably) and shall not be less than one (1) month (each a "**Default Interest Period**"). During each Default Interest Period (as well after as before judgment) the outstanding balance of the unpaid sum shall bear interest which shall accrue from day to day and on the basis of actual days elapsed and shall be calculated at a rate per annum which is equal to the Default Rate calculated on the basis of a year of three hundred and sixty (360) days and actual days elapsed. Any such interest shall be due and payable when the relevant unpaid sum is paid or, if earlier, at the end of each Default Interest Period by reference to which it is calculated.

37.6 Calculation of interest

Except as otherwise expressly provided in this Charter, all interest payable under this Charter shall be calculated on the basis of a year of three hundred and sixty (360) daysor, where the amount is payable in a currency other than Dollars, such period as is customary for such currency, and the actual number of days elapsed.

37.7 Certificates and determinations

Any certification or determination by the Owner of a rate or amount under any Operative Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

37.8 Replacement Benchmark

(a) If a Screen Rate Replacement Event has occurred in relation to the Screen Rate, the Owners and the Charterers shall enter into negotiations in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(b) Prior to the occurrence of a Screen Rate Replacement Event, if the Owners request so, the Charterers shall upon the written request of the Owners enter into negotiations with the Owners in good faith with a view to agreeing the use of a Replacement Benchmark in place of the Screen Rate.

(c) If sub-paragraphs (a) or (b) above applies, the Charterers shall reimburse the Owners for the amount of all costs and expenses (including legal fees) incurred by the Owners in responding to, evaluating, negotiating or complying with sub-paragraphs (a) and (b). This shall include, for the avoidance of doubt, any costs and expenses incurred in relation to ensuring that all Operative Documents remain valid and fully perfected following any amendments or waiver. All of the cost incurred in connection hereto shall have been approved by the Charterers in advance, such approval not to be unreasonably withheld.

37.9 Market disruption

If before close of business in Beijing on the Interest Element Determination Date for the relevant Rent Period, (1) no Screen Rate is available (including, for the avoidance of any doubt, no Screen Rate being available and no Replacement Benchmark being agreed in accordance with Clause 37.8 (Replacement Benchmark)) or (2) the Charterers receive notifications from the Owners that the cost to them of funding the Cost Balance from whatever source they may reasonably select would be in excess of LIBOR, then Clause 37.10 (Cost of funds) shall apply to the Outstanding Principal for the relevant Rent Period.

37.10 Cost of funds

(a) If this Clause 37.10 applies for any Rent Period, then the Interest Element on the Outstanding Principal for that Rent Period shall be the rate notified to the Charterers by the Owners as soon as practicable, and in any event by close of business on the date falling two (2) Business Days prior to the first day of that Rent Period, to be that which expresses as a percentage rate per annum the cost to the Owners of funding the Outstanding Principal from whatever source they may reasonably select and if such rate is less than zero then it shall be deemed to be zero.

(b) If this Clause 37.10 applies and the Owners or the Charterers so require, the Owners and the Charterers shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the Interest Element.

(c) Any alternative basis agreed pursuant to Clause 37.10(b) shall be binding on all Parties

(d) If an alternative basis is not agreed pursuant to Clause 37.10(b), the Interest Element shall continue to be determined in accordance with Clause 37.10(a).

38. COSTS AND EXPENSES

The Charterers shall pay to the Owners on demand, on an After Tax Basis, all direct Losses (in the case of paragraphs (a), (b), (c), (e) and (g) only, which have been approved by the Charterers in advance, such approval not to be unreasonably withheld) incurred by the Owners in connection with:

(a) the negotiation, preparation and execution of the Operative Documents provided such Losses are reasonably incurred by the Owners;

(b) any variation of the Operative Documents or any waiver or consent required under any of them provided such Losses are reasonably incurred by the Owners;

(c) to the extent that the same are not covered by the Termination Sum, the Purchase Option Price, the Owners' Default Purchase Option Price or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), the early termination of this Charter and the sale of the Vessel to the Charterers pursuant to Clause 55 (Purchase Options and Purchase Obligation) or occurrence of an Early Termination Event save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter;

(d) sale of the Vessel to the Charterers pursuant to the occurrence of a Termination Event;

(e) investigating the alleged occurrence of a Termination Event to determine the Owners' rights and remedies under the Operative Documents save that no prior written consent or approval of the Charterers are required in respect of any cost incurred by the Owners in connection hereto in the case where such prior notification will prejudice the Owners' rights under the Operative Documents

(f) determination, enforcement or preservation of any right conferred upon the Owners by the Operative Documents, or in respect of the repossession of the Vessel in accordance with the Operative Documents attributable to any Relevant Party;

(g) to the extent that the same are not covered by the Termination Sum or any payment of Broken Funding Costs or any payment of default interest under clause 37.5 (Default Interest), a Total Loss or any event which may become a Total Loss save that this Charter shall not oblige the Charterers to make any payment for loss of profit arising due to the early termination of this Charter.

39. EARNINGS

39.1 Payment of Earnings etc.

The Charterers shall after the date of this Charter and throughout the Charter Period:

(a) procure that all Total Loss proceeds and Insurance Proceeds above the Major Casualty Amount are paid into the Payment Account for application in accordance with Clause 50.9 (*Insurance Proceeds*) in the case of Insurance Proceeds above the Major Casualty Amount and in accordance with Clause 51.3 (*Payment of Rent*) in respect of all Total Loss proceeds; and

(b) if a Termination Event is continuing and to the extent instructed to do so by the Owners, direct any Sub-Charterer and any other person liable therefor to pay all Earnings payable to the Charterers into the Payment Account or such other account as directed by the Owners for application in accordance with the terms of Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject always to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is continuing), any remaining balance actually received or held by the Owners after such application (or any applicable application in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

39.2 Currency

Any moneys required to be credited to the Payment Account denominated in a currency other than Dollars shall be paid by the recipient to the Owners Account Bank which shall purchase Dollars with such moneys at either (i) the prevailing market spot rate ofexchange of the Owners Account Bank or (ii) if no spot rate of exchange is available, at a rate determined by the Owners Account Bank at 11.00 am (Beijing time) on the Business Day following the day on which such moneys are received by the Owners Account Bank for the purchase of Dollars with that other currency.

40. INDEMNITIES

40.1 Currency indemnity

(a) If any sum due from any Relevant Party under the Operative Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against any Relevant Party; or

(ii) obtaining or enforcing an order, judgment or award in relation to anylitigation or arbitration proceedings,

the Charterers shall indemnify the relevant Indemnitee, on an After Tax Basis, against all Losses arising out of, or as a result of, the conversion, including anydiscrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the relevant Indemnitee at the time of its receipt of that Sum.

(b) The Charterers waive any right it may have in any jurisdiction to pay any amount under the Operative Documents in a currency or currency unit other than that in which it is expressed to be payable.

40.2 Financial indemnities

The Charterers shall indemnify each relevant Indemnitee on demand, on an After Tax Basis, against all direct Losses incurred by such Indemnitee as a result of or in connection with:

(a) any default by any Relevant Party in payment of any amount due under the Operative Documents;

(b) Delivery having failed to occur on the Scheduled Delivery Date by reason of the operation of any one or more of the provisions of this Charter (other than byreason of a default or negligence by the Owners) if Delivery Notice (as defined in the Memorandum of Agreement) has been served under the Memorandum ofAgreement;

(c) any costs, charges or expenses which any Relevant Party has agreed to pay under the Operative Documents and which are claimed or assessed against or (prior to the occurrence of a Termination Event which is continuing) paid by an Indemnitee; and

(d) the Purchase Option or Owners' Default Purchase Option not being implemented in accordance with the notice given by the Charterers exercising the Purchase Option or the Owners' Default Purchase Option (other than by reason of a default or gross negligence by the Owners or any Mortgage not being ready to be discharged before or simultaneous to the release to the Owners of the relevant Purchase Option Price or the Owners' Default Purchase Option Price, in each case, to the extent that it is not attributable to any Termination Event under this Charter), such Losses including any cost or loss the Owners incur under any Finance Document by virtue of failing to pay any amount due under a Finance Document on the Purchase Option Date or the Owners' Default Purchase Option Date as a result of not receiving the Purchase Option Price or the Owners' Default Purchase Option Price).

40.3 Operational indemnity

The Charterers shall indemnify each Indemnitee, on an After Tax Basis, against all Losses incurred by that Indemnitee as a result of, or in connection with:

(a) the condition, delivery, redelivery, non-delivery, purchase, export, import, registration, ownership, classification, chartering, sub-chartering, management, possession, manning, provision of bunkers and lubricating oils, dry-docking, surveys, control, use, operation, maintenance, repair, replacement, refurbishment, modification, overhaul, insurance, sale or other disposal, return or storage of, or loss of or damage to, the Vessel, or otherwise in connection with the Vessel, or relating to loss or destruction of, ordamage to, any property, or death or injury of, or other loss suffered by, any person relating to any of these matters, provided always that the indemnity in respect of Losses in this Clause shall not extend to Losses arising due to a default by or the gross negligence of the Owners;

(b) claims which may be made on the ground that any design, article or material in the Vessel or the operation or use of such design, article or material constitutes an infringement of patent, trademark, copyright or other intellectual property right or any other right;

(c) preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the Vessel, or in securing the release of the Vessel provided always that the indemnity in respect of Losses inthis Clause shall not apply if the arrest, confiscation, seizure, taking in execution,impounding, forfeiture or detention of the Vessel arose as a result of an act, omission or default by the Owners not attributable to any breach of any obligations by any Relevant Party under any Operative Documents[1];

[1] Reinstated the carve out for the same reason for retention of the carve out under clause 36.1 (Quiet Enjoyment Undertaking).

(d) the Vessel becoming a wreck or obstruction to navigation, including the removal or destruction of the wreck or obstruction under statutory or other powers;

(e) any reflagging, deletion and/or registration of the Vessel by the Owners whichmay be required during the continuation of a Termination Event;

(f) the Charterers contesting any claim pursuant to paragraph 40.4(c) of Clause 40.4 (*Conduct of claims*);

(g) any Environmental Claims; or

(h) breach of any law or regulations (including Sanctions and any Environmental Law).

40.4 Conduct of claims

(a) The Owners shall, as soon as reasonably practicable after it becomes aware of the same, notify the Charterers after a written claim is made against that Indemnitee with respect to any matter for which the Charterers are responsible under this Charter.

(b) Any notification given under paragraph (a) above shall give such details as therelevant Indemnitee then has regarding the claim and any Loss.

(c) The Charterers may (with the Owners' prior written consent, not to be unreasonably withheld only if the conditions set out below are all satisfied), in consultation with the Owners and the relevant Indemnitee, assume and conductpromptly and diligently the defence of any claim of the Owners giving rise to an obligation on the Charterers to indemnify under this Charter, **provided that**:

(i) no Termination Event has occurred and is continuing;

(ii) the contest does not involve any risk of criminal liability to the Owners or any material risk of the sale, forfeiture or loss of the Vessel;

(iii) independent legal counsel (suitably experienced in the relevant sector) reasonably acceptable to the Owners is of the opinion, confirmed in writing to the Owners, that a reasonable basis exists for contesting the relevant claim;

(iv) the commercial position and business reputation of the Owners will not be materially or adversely affected by contesting the relevant claim; and

(v) the Charterers will be responsible for all Losses suffered by the Ownersas a consequence of the Charterers contesting the relevant claim.

(d) The Owners will not, by reason of the Charterers contesting a claim in accordance with paragraph (c) above, be prevented from settling or paying anyclaim if required by applicable law.

(e) The Charterers and its insurers shall have the right, at the Charterers' or its insurers' expense, to investigate any claim for which indemnification is sought pursuant to this Charter. The Owners shall co-operate with the Charterers and/or its insurers with respect to such investigation.

(f) If the Owners shall recover from, or be paid by, any person (other than a Relevant Party) any amount in respect of any Losses previously paid, reimbursed or discharged by Charterers or any Relevant Party, the Owners shall,subject to no continuing Termination Event, promptly upon receipt thereof pay to the Charterers a sum equal to the value of such recovered or paid amount less any outstanding amounts then due and payable to the Owners underthis Charter.

40.5 Indemnity payments

(a) Any payment becoming due by the Charterers to any Indemnitee under this Charter shall be paid:

(i) within 10 Business Days of demand made by such Indemnitee; and
(ii) together with interest at the Default Rate from the date of 10 Business Days after such demand to the date of reimbursement by the Charterersto such Indemnitee (both before and after judgment).

(b) For the avoidance of doubt, it shall not be a condition to the obligation of the Charterers to make a payment under this Charter in respect of any Loss incurred by an Indemnitee to any third party that the relevant Indemnitee has paid any amount to the third party, but only that an amount is due and payable by such Indemnitee.

(c) With respect to the giving of the notification under paragraph 40.4(a) of Clause 40.4 (*Conduct of claims*), each Indemnitee agrees that:

(i) such notification shall not limit such Indemnitee's right to make further or additional demands on the Charterers in respect of the matter so notified, or in respect of any other matter which is, or may become, thesubject of a claim by such Indemnitee on the Charterers under this Charter; and

(ii) the failure or delay by any Indemnitee to give such notification within areasonable period of time shall not affect or limit the rights of such Indemnitee under this Charter, or the exercise of such rights in relation to the matter in question, or to any other matter which is, or may become, the subject of a claim by such Indemnitee on the Charterers under this Charter.

41. TAXES

41.1 Withholding Taxes

(a) All payments by the Relevant Parties under any Operative Document to which it is party shall be made without any set-off or counterclaim whatsoever and free and clear of and without withholding or deduction for, or on account of, any present or future income, tonnage, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.

(b) If, after the date of this Charter, any Tax Deduction is required to be made:

(i) the Charterers shall promptly notify the Owners in writing after the Charterers becomes aware of such requirement;

(ii) the Charterers shall pay, or shall procure the payment of, the full amount of the deduction or withholding to the appropriate entity within the time period for payment permitted by law; and

the sum due from any Relevant Party in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Owners receives and retains (free from any liability in respect of any such deduction or withholding) on the due date for such payment, a net sum equal to the sum which the relevant party would havereceived and so retained had no such deduction or withholding been made or required to be made from such payment. The Charterers shall promptly deliverto the Owners appropriate receipts, certificate or other proof evidencing any deduction or withholding so made.

(c) Notwithstanding any other provision of this Charter, no Party shall be required to increase any payment in respect of which it makes a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

41.2 Tax indemnity

(a) The Charterers shall within ten (10) Business Days on demand of the Owners pay to the Tax Indemnitees an amount equal to the loss, liability or cost which the Owners determine has been directly or indirectly (but excluding all consequential loss) suffered and documented for or on account of Tax by the Owners in respect of an Operative Document, together with any interest, penalties, costs and expenses payable or incurred.

(b) The Charterers shall pay, and on written demand shall indemnify and hold harmless, each of the Tax Indemnitees from and against, any and all Taxes (including, but not limited to, registration fees) imposed on or against such Tax Indemnitee upon or with respect to the acquisition, ownership, operation, trading and/or manning of the Vessel and/or transfer of ownership of the Vessel to any person (including, without limitation,the Charterers pursuant to the terms of this Charter) or any Operative Document or any amounts paid or payable under or in respect of, this Charter or the other Operative Documents (except Taxes on the overall profits or capital gains of the Owners) or as a result of any non-compliance by any Relevant Party in respect of any applicable tax law and regulations.

(c) All amounts set out or expressed in an Operative Document to be payable to the Owners which constitute the consideration for any supply for Indirect Tax purposes shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Owners to the Charterers in connection with an Operative Document, the Charterers shall pay to the Owners an amount equal to the amount of the Indirect Tax (in addition to and at the same time as paying any other consideration for such supply). Where an Operative Document requires Charterers to reimburse or indemnify the Owners for any costs or expenses, the Charterers shall also at the same time reimburse or indemnify (as the case may be) the Owners against all Indirect Tax incurred by the Owners in respect of the costs or expenses save to the extent the Owners reasonably determine that they are entitled to credit or repayment in respect of the Indirect Tax from the relevant tax authority.

41.3 Grossing-up of indemnity payments

(a) If any sum payable to any Indemnitee or Tax Indemnitee by the Charterers under this Charter by way of indemnity proves to be insufficient, by reason of any Taxation imposed on such sum, for the Owners to discharge the corresponding liability to a third party, or to reimburse such Indemnitee or Tax Indemnitee for the cost incurred by it in discharging such corresponding liability, the Charterers shall, upon receipt of evidence showing such insufficiency, pay to the relevant Indemnitee or Tax Indemnitee such additional sum as (after taking into account such Taxation suffered by the Owners) shall be required to make up the relevant deficit.

(b) If and to the extent that any sum (the "**indemnity sum**") constituting (directly or indirectly) an indemnity to an Indemnitee or Tax Indemnitee, but paid by the Charterers to any person other than an Indemnitee or Tax Indemnitee, shall be treated as taxable in the hands of such Indemnitee or Tax Indemnitee, the Charterers shall pay to the Owners such sum (the "**compensating sum**") as (after taking into account any Taxation suffered by the Owners on the compensating sum) shall reimburse the Indemnitee or Tax Indemnitee for any Taxation suffered by it in respect of the indemnity sum.

41.4 Tax Credit

If the Charterers makes a Tax Payment and the relevant Indemnitee determines that:

(a) a Tax Credit is attributable to that Tax Payment; and

(b) that Tax Indemnitee has obtained, utilised and retained that Tax Credit,

the relevant Tax Indemnitee shall, so long as no Termination Event has occurred and iscontinuing, pay an amount to the Charterers which that Tax Indemnitee determines willleave it (after that payment) in the same After-Tax position as it would have been in had the Tax Payment not been required to be made by the Charterers.

41.5 Stamp taxes

(a) Each Relevant Party shall:

(i) pay all stamp, documentary, registration or other similar Taxes imposedon or in connection with any of the Operative Documents to which it is a party; and

(ii) provide the Owners with receipts in respect of such payments, unless such receipts shall not be available, in which case such Relevant Party shall provide the Owners with satisfactory evidence of such payments.

(b) Each Relevant Party shall indemnify the Owners, on an After Tax Basis, againstall Losses arising by reason of any delay or omission by the Relevant Party to pay such duties or Taxes.

42. ILLEGALITY

If, in any applicable jurisdiction it becomes unlawful for the Owners to perform any of its obligations under this Charter or to exercise any of its rights under any of the Operative Documents, the Owners shall be entitled, by giving written notice to the Charterers, to terminate the Charter Period on the earlier of (i) the immediately next Payment Date and (ii) the latest date permitted by such law or regulation.

43. INCREASED COSTS

43.1 Increased Costs

(a) Subject to Clause 43.2 (*Increased Costs exclusions*), the Charterers shall promptly pay to the relevant Indemnitee the amount of any Increased Costs incurred by such Indemnitee as a result of:

(i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation after the date of this Charter;

(ii) compliance with any law or regulation made after the date of this Agreement; and

(iii) the implementation or application of, or compliance with Basel III or CRD IV or any law or regulation that implements or applies Basel III or CRD IV.

(b) The Owners shall, as soon as practical after a demand by the Charterers, provide a certificate confirming the amount of the Increased Costs and the basis of its calculation.

(c) In this Charter:

(i) **Basel III** means:

(A) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemental or restated;

(B) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and

(ii) **CRD IV** means:

(A) Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms; and

(B) Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

(iii) "**Increased Costs**" means:

(A) a reduction in the rate of return from the transactions contemplated by the Operative Documents or on an Indemnitee's overall capital; or

(B) an additional or increased cost; or

(C) a reduction of any amount due and payable under any Operative Document,

which is incurred or suffered by an Indemnitee to the extent that it is attributable to such Indemnitee having agreed to acquire the Vessel and to charter the same to the Charterers on the basis of this Charter and in entering into this Charter and the other Operative Documents or in performing its obligations under the Operative Documents.

43.2 Increased Costs exclusions

Clause 43.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction to be made by the Charterers;

(b) compensated for by Clause 41.2 (*Tax indemnity*) (or would have been compensated for under Clause 41.2 (*Tax indemnity*) but was not so compensatedsolely because the exclusions to Clause 41.2 (*Tax indemnity*) applied);

(c) attributable to the breach by the relevant Indemnitee of any law or regulation;

(d) incurred from the Delivery Date and up to the seventh (7th) anniversary of the Delivery Date (both dates inclusive); or

(e) incurred under any Finance Documents.

44. REPRESENTATIONS

44.1 Charterers' representations

The Charterers make the warranties and representations set out in this Clause 44.1 to the Owners as at the time set out in Clause 44.2 (*Repetition*).

(a) Status

(i) Each Relevant Party is a company or, as the case may be, a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws of its jurisdiction of incorporation.

(ii) Each Relevant Party has the power to own its assets and carry on its business as it is being conducted.

(b) Binding obligations

Subject to Legal Reservations, the obligations expressed to be assumed by eachRelevant Party in each Operative Document to which it is a party are or, when entered into by it, will be legal, valid,binding and enforceable.

(c) Insolvency

No insolvency proceeding or creditors' process described in Clause 54.9 (*Insolvency proceedings*) has been taken or threatened in relation to the Charterers and no petition for the opening of such proceedings has been presented.

(d) Non-conflict with other obligations

The entry into and performance by each Relevant Party of, and the transactionscontemplated by, the Operative Documents to which it is a party do not and willnot conflict with:

(i) any law or regulation applicable to it;

(ii) its constitutional documents; or

(iii) any agreement or instrument binding upon it or any of its assets,

nor (except as provided in any Security Document to which each Relevant Party is a party or a Permitted Lien) result in the existence of, or oblige it to create, any Lien over any of its assets.

(e) Power and authority

Each Relevant Party has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Operative Documents to which it is a party and the transactions contemplated by those documents and to create the Liens expressed to be created by the Security Documents to which it is or will be a party.

(f) Validity and admissibility in evidence

Subject to any conditions which are specifically referred to in any legal opinionaccepted under Clause 35 (*Conditions Precedent and Subsequent*), all Authorisations required or desirable:

(i) to enable each Relevant Party lawfully to enter into, exercise its rights and comply with its obligations in, the Operative Documents to which itis a party;

(ii) to make the Operative Documents to which each Relevant Party admissible in evidence in its jurisdiction of incorporation;

(iii) for each Relevant Party to carry on its business, and which are material;and

(iv) to enable each Relevant Party to create the Liens to be created by it underany Security Document to which it is a party and to ensure that such Liens has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect, subject to the relevant Security Perfection Requirements.

(g) Governing law and enforcement

(i) Subject to Legal Reservations, the choice of English law as the governing law of the Operative Documents to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(ii) Subject to Legal Reservations, any court judgment obtained in England in relation to an Operative Document to which each Relevant Party is a party will be recognised and enforced in its jurisdiction of incorporation.

(h) Deduction of Tax

It is not required under the law applicable where each Relevant Party is incorporated or resident or at its address specified in this Charter to make any deduction for or on account of Tax from any payment it may make under any Operative Document.

(i) No filing or stamp taxes

Under the law of each Relevant Party's jurisdiction of incorporation, it is not necessary, subject to the relevant Security Perfection Requirements, that any of the Operative Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to any of the Operative Documents to which it is a party or the transactions contemplated by any of theOperative Documents to which it is a party.

(j) No Termination Event

(i) No Termination Event is continuing or might reasonably be expected toresult from the entry into or performance of, or the transactions contemplated by, the Operative Documents to which each Relevant Party is a party.

(ii) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or to which its assets are subject which might reasonably be expected to have a Material Adverse Effect.

(k) No misleading information

(i) All information provided by each Relevant Party in relation to any Operative Document and each Sub-Charter was true, complete and accurate in all material respects as atthe date it was provided or as at the date (if any) at which it is stated.

(ii) Any financial projections provided by each Relevant Party or on its behalf have been prepared on the basis of recent historical information and on the basis of reasonable assumptions made as at the date of such financial projections.

(iii) At the time the information was given by a Relevant Party, the information did not omit anything known to that Relevant Party which would result in the information being untrue or misleading in any material respect.

(l) Financial statements

(i) The Original Financial Statements were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(ii) The Original Financial Statements fairly present the Group's financial condition and operations as at the end of the relevant financial year saveto the extent expressly disclosed in such financial statements.

(iii) There has been no material adverse change in the Group's business or financial condition since the date of the Original Financial Statements.

(m) Pari passu ranking

(i) Subject to the relevant Security Perfection Requirements and Legal Reservations, each Security Document to which each Relevant Party creates (or, once entered into, will create) in favour of the Owners has or will have the ranking and priority it is expressed to have.

(ii) Without limiting paragraph (i) above, each Relevant Party's payment obligations under each Operative Document to which it is a party rank (or, once entered into and released from escrow, if any, will rank) at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applyingto companies generally.

(n) No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including any Environmental Claims) which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have to the knowledge of the Charterers (having made due enquiry) beenstarted or threatened against any Relevant Party.

(o) No immunity

Each Relevant Party and its assets are not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).

(p) Environmental Authorisations

All records, reports, returns, registrations and information necessary for compliance with any Environmental Law in respect of the Vessel or any Environmental Authorisations in respect of the Vessel have been made or givento the relevant competent authority in accordance with the requirements thereof.

(q) Environmental provisions

No applicable Environmental Laws and Environmental Authorisations relatingto the Vessel and her operation and management have been violated in a manneror circumstance which might reasonably be expected to have a Material AdverseEffect and no Environmental Claim has been made or, to the knowledge of the Charterers (having made due enquiry), threatened against the Charterers or the Manager in connection with the Vessel where that claim, if adversely determined, might reasonably be expected to have a Material Adverse Effect and no Environmental Incident has occurred which has given, or might give riseto such a claim.

(r) Liens

Other than the Permitted Liens, the Vessel will be free from all Liens on the Delivery Date.

(s) Vessel condition

On the Delivery Date, the Vessel will comply with all requirements of this Charter including in respect of its condition, insurance, class and employment.

(t) Tax compliance

(i) No Relevant Party has violated any Tax laws and regulations applicable to it and its business which have or are reasonably likely to have a Material Adverse Effect.

(ii) No claim has been made against any Relevant Party in respect of Tax.

(u) Disclosure of material facts

On the Delivery Date, no Relevant Party will be aware of any material facts orcircumstances not disclosed to the Owners and which might reasonably be excepted, if disclosed, to have adversely affected the decision of a person considering whether or not to charter the Vessel to the Charterers.

(v) No Prohibited Person

Neither any Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person.

(w) Compliance with law

No Relevant Party has breached any law or regulation which breach might have a Material Adverse Effect.

(x) Anti-Bribery and Anti-Money Laundering Laws:

(i) There is not and has not been any enquiry or disciplinary proceeding by a competent authority (including any internal investigation, enquiry or proceeding) concerning any Relevant Party or its business related to Anti-Bribery Laws and none is pending or threatened. To the best of the Charterers' knowledge, no fact or circumstance exists which might give rise to an investigation, enquiry or proceeding of that type. No Relevant Party has made any voluntary or involuntary disclosure to any Government Agency with respect to any alleged act or omission arising under or relating to any Anti-Bribery Laws;

(ii) None of the Relevant Parties or any of its Agents has, in relation to that Relevant Party's business, paid, offered, promised, given or authorised the payment of money or anything of value directly or indirectly to any person either intending to induce a person to improperly perform a function or activity or to reward a person for any such performance, or while knowing or believing that the acceptance by that person would constitute the improper performance of a function or activity in breach of any Anti-Bribery Laws;

(iii) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, directly or indirectly requested, agreed to receive or accepted money or anything of value:

(A) as a reward for the improper performance of a function or activity by any person;

(B) in circumstances which amount to an improper performance of a function or activity; or

(C) intending that as a consequence of any such request, agreement to receive or acceptance a function or activity will be performed improperly;;

in breach of any Anti-Bribery Laws

(iv) None of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, improperly performed a function or activity in anticipation of, or in consequence of, that Relevant Party or any of its Agents requesting, agreeing to receive or accepting money or anything of value in breach of any Anti-Bribery Laws;

(v) None of the Relevant Parties or its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, at any time taken any action, directly or indirectly, in violation of Anti-Bribery Laws and that Relevant Party conducts and has at all times conducted the business in compliance with Anti-Bribery Laws;

(v) Each Relevant Party has instituted and maintained policies and procedures designed to ensure, and which that Relevant Party reasonably believes will continue to ensure, continued compliance by that Relevant Party and each of its Agents with Anti-Bribery Laws and to prevent any breach of Anti-Bribery Laws by that Relevant Party or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) occurring, in each case, in relation to that Relevant Party's business. So far as the Charterers are aware, none of the Relevant Parties or any of its Agents (but only in relation to such Agents' actions performed as agent for a Relevant Party) has, in relation to that Relevant Party's business, done anything or omitted to do anything which amounts to a breach of the Anti-Bribery Compliance Programme.

(vi) Each Relevant Party has complied with all Anti-Money Laundering Laws and each Relevant Party has instituted and maintained systems, controls, policies and procedures designated to (a) detect and prevent incidences of money laundering and (b) promote and achieve compliance with Anti-Money Laundering Laws.

(y) **US Tax Obligor**

None of the Relevant Parties is a US Tax Obligor, nor has it established a place of business or is otherwise conducting business in the United States of America.

(z) **Material adverse change**

No event or circumstance has occurred or exists which may have a Material Adverse Effect.

44.2 Repetition

(a) All of the representations and warranties set out in this clause 44 are deemed to be made on the dates of:

(i) this Charter; and
(ii) the Delivery Date.

(b) Each of the representations and warranties set out in Clause 44.1(a) (Status), clause 44.1(b) (Binding obligations), clause 44.1(d) (No conflicts with other obligations), clause 44.1(e) (Power and authority), clause 44.1(g) (Governing law and enforcement), clause 44.1(j) (No Termination Event), clause 44.1(k) (No misleading information), clause 44.1(l)(i) to clause 44.1(l)(ii) (Financial statements), clause 44.1(n) (No proceedings pending or threatened), clause 44.1(p) (Environmental Authorisations), clause 44.1(q) (Environmental provisions), Clause 44.1(v)(Sanctions) and Clause 44.1(x)(Anti-Bribery and Anti-Money Laundering Laws) are deemed to be made by the Charterers by reference to the facts and circumstances then existing on the Delivery Date and each Payment Date.

45. GENERAL UNDERTAKINGS

45.1 Charterers undertakings

The undertakings in this Clause 45.1 remain in force from the date of this Charter until the end of the Charter Period.

(a) Status

Each Relevant Party shall maintain its corporate existence under the laws of itsjurisdiction of incorporation.

(b) Authorisations

(i) Each Relevant Party shall promptly:

(A) obtain, comply with and do all that is necessary to maintain infull force and effect; and

(B) supply certified copies to the Owners of

all Authorisations required or desirable (1) to enable each Relevant Partylawfully to enter into, exercise its rights and comply with its obligationsin, the Operative Documents to which it is a party, (2) to make the Operative Documents to which each Relevant Party is a party admissiblein evidence in its jurisdiction of incorporation, (3) for each Relevant Party to carry on its business; and (4) to enableeach Relevant Party to create the Liens to be created by it under any Security Document to which it is a party and to ensure that such Liens have the priority and ranking they are expressed to have.

(ii) Each Relevant Party shall ensure that all the Security Perfection Requirements have been or will be done or obtained (as the case may be)no later than the latest date permitted by applicable law.

(c) Compliance with laws

Each Relevant Party shall comply with all applicable laws, conventions and regulations, including without limitation SOLAS and the Environmental Laws, to which it may be subject (except as regards Sanctions to which Clause 45.1(j) (Sanctions) applies, anti-money laundering laws to which Clause 45.1(m)(Anti-money laundering) and Tax to which Clause 45.1(i)(iv) (Taxation) apply) if a failure to do the same is reasonably likely to have a Material Adverse Effect.

(d) Pari passu

Each Relevant Party shall ensure that its liabilities under the Operative Documents to which it is a party rank at least *pari passu* with all its other unsecured and unsubordinated liabilities, except for mandatory obligations preferred by law applying to companies generally.

(e) Notification of default

The Charterers shall notify the Owners:

(i) as soon as it becomes aware of the occurrence of any Potential Termination Event or any Termination Event; or

(ii) that the auditor is of the opinion that the Charterers are insolvent for anyreason,

and in each case, shall keep the Owners fully informed of all developments relevant thereto.

(f) Notification of litigation

The Charterers shall provide the Owners with details of any Environmental Claim, any legal, arbitration or administrative proceedings involving any Relevant Party, the Vessel or any Operative Document to which each Relevant Party is a party as soon as it becomes aware that such Environmental Claim or action has been instituted or it becomes apparent to the Charterers that it is likely to be institutedand only to the extent that such Environmental Claim or action might, if adversely determined, have a Material Adverse Effect.

(g) Provision of information

The Charterers shall provide, or procure that there is provided, to the Owners promptly, such information regarding compliance by each Relevant Party withthe terms of the Operative Documents to which it is a party, or with respect to the Vessel, as the Owners may from time to time reasonably request.

(h) Cancellation, termination and amendment of documents

Except as otherwise provided in the Operative Documents or with the prior written consent of the Owners, none of the Relevant Parties shall cancel, terminate or amend or permit to be cancelled, terminated oramended any of the Operative Documents to which it is a party.

(i) Taxes

Each Relevant Party shall:

(i) comply with any Tax law, a breach of which will or is likely to result in a Material Adverse Effect.

(ii) pay and discharge all Taxes imposed upon it within the time allowed bylaw without incurring penalties unless and only to the extent that:

(A) such payment is being contested in good faith;

(B) adequate reserves are being maintained for those Taxes and the costs required to contest them; and

(C) such payment can be lawfully withheld or failure to pay such Taxes shall not have or is not reasonably likely to have a MaterialAdverse Effect,

(iii) except as approved by the Owners, change its residence for Tax purposes.

(iv) each Relevant Party shall promptly upon becoming aware of the same notify the Owners of the imposition or the prepared levy of any taxes (by withholding or otherwise) on any payment to be made by any Relevant Party under any Operative Documents of if it fails to fulfil any obligations in connection with any Tax.

(j) Sanctions

The Charterers shall comply or shall procure each Relevant Party to comply that:

(i) no Relevant Party nor any of its Subsidiaries, directors, officers, Affiliates, is a Prohibited Person or is owned or controlled by, or acting directly or indirectly on behalf of or for the benefit of, a Prohibited Person and none of such persons owns or controls a Prohibited Person;

(ii) no Relevant Party will, directly or indirectly, use any part of the Purchase Price or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other person, to:

(A) fund any activities or business of or with any person, in any country or territory that at the time of such funding, is, a Prohibited Person or Restricted Country, or

(B) in any other manner or for a purpose that would result in a violation of Sanctions by any Relevant Party or the Owners and any of their Affiliates;

(iii) the Charterers shall comply and shall procure that each Relevant Party (including, in each case, procuring or as the case may be, using its best endeavours to procure its respective officers and directors, to do the same) complies with all laws and regulations in respect of Sanctions, and in particular, they shall effect and maintain a sanctions compliance policy and appropriate safeguards designed to prevent any action that would be contrary to Clause 44.1(v) (*No Prohibited Person*) and this Clause 45.1(j) to ensure compliance with all such laws and regulations implemented from time to time;

(iv) the Vessel shall not be traded in any manner which would trigger the operation of any sanctions limitation or exclusion Clause (or similar) in the Insurances and/or re-insurances;

(v) the Vessel shall not be used directly or indirectly in trading or otherwise going to, or calling at, any port or other facility in, any Restricted Country;

(vi) the Charterers shall not permit or authorise any other person to utilise or employ the Vessel or to directly or indirectly use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of any transaction(s) contemplated by the Operative Documents to any subsidiary, joint venture partner or any other person to fund any trade, business or other activities:

(A) involving or for the benefit of any Prohibited Person or Restricted Country; or

(B) in any other manner that would reasonably be expected to result in any Relevant Party, the Owners or any Finance Party (if applicable) being in breach of any Sanctions or become a Prohibited Person.

(k) Financial statements

The Charterers shall supply to the Owners:

(i) as soon as the same become available, but in any event within 180 days after the end of each financial year of each of the Charter Guarantor and the Charterers, the audited consolidated financial statements of each of the Charter Guarantor and Charterer the for that financial year; and

(ii) as soon as the same become available, but in any event within 90 days after the end of each of its financial half year ended 30 June in each financial year of the Charter Guarantor, the unaudited consolidated financial statements (profit and loss and balancesheet only) of the Charter Guarantor for that financial half year.

(l) Requirements as to financial statements

(i) Each set of financial statements delivered by the Charterers pursuant toparagraph (k) (*Financial statements*) above shall be certified by an officer or the authorised signatory of the Charter Guarantor, as fairly presenting its financial condition and operations as at the date of and for the period in relation to which those financial statements were drawn up.

(ii) The Charterers shall procure that each set of financial statements delivered pursuant to paragraph (k) (*Financial statements*) above is prepared using GAAP and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Owners that there has been a change in GAAP or financial reference periods and its auditors deliver to the Owners:

(A) a description of any change necessary for those financial statements to reflect the GAAP and financial reference periods upon which the Original Financial Statements were prepared; and

(B) sufficient information, in form and substance as may be reasonably required by the Owners, to enable the Owners to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(iii) concurrently with the delivery of each set of financial statements, the Charterers shall deliver to the Owners the Compliance Certificate signed by an officer or other authorised signatory of the Charter Guarantor, certifying that, as at the date of such financial statements, the Charter Guarantor is in compliance with the covenants and undertakings in Clause 47 (*Financial Covenants*) (or if it is not in compliance, indicatingthe extent of the breach) and:

(A) setting out the calculations of the covenants and undertakings inClause 47 (*Financial Covenants*); and

(B) confirming that no Termination Event has occurred and is continuing which has not been waived or remedied at the date of the Compliance Certificate or if that is not the case, specifying the same and the steps, if any, being taken to remedy the same.

Any reference in this Charter to those financial statements shall be construed asa reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

(m) Anti-money laundering

The Charterers undertake that:

(i) they shall, and shall procure that other Relevant Party (including procuring or as the case may be, using all reasonable endeavours to procure the respective officers and directors of the relevant entity, to do the same) shall:

(A) comply with all Anti-Money Laundering Laws;

(B) maintain system, controls, policies and procedures designed to promote and achieve ongoing compliance with Anti-Money Laundering Laws; and

(C) not directly or indirectly use any part of the Purchase Price for any purpose that would breach any applicable Anti-Money Laundering Laws;

(ii) they shall not lend, invest, contribute or otherwise make available any part of the Purchase Price to or for any other person in a manner which would result in a violation of Anti-Money Laundering Laws;

(iii) they shall, and shall procure that each Relevant Party shall promptly notify the Owners of any non-compliance, by any Relevant Party or its respective officers or directors, with all any laws and regulations relating to Anti-Money Laundering Laws as well as provide all information (once available) in relation to its business and operations which may be relevant for the purposes of ascertaining whether any of the aforesaid parties are in compliance with such laws.

(iv) The Owners have the right to audit the Relevant Parties' records and reports in relation to the Relevant Parties' business upon serving reasonable requests at any time during and within seven (7) years after termination or expiry of this Charter. Such records and information shall include at a minimum all invoices for payment submitted by the Relevant Parties along with complete supporting documentation. The Owners shall have the right to reproduce and retain copies of any of the aforesaid records or information

46. BUSINESS RESTRICTIONS

Except as otherwise approved by the Owners, the Charterers undertake that this Clause 46 will be complied with from the date of this Charter until the end of the Charter Period.

46.1 General negative pledge

(a) None of the Relevant Parties shall create or permit to subsist any Lien (other than a Permitted Lien) to exist, arise or be created or extended over the Vessel or any Security Assets.

(b) Without prejudice to Clause 46.2 (*Disposals*), none of the Relevant Parties shall:

(i) sell, transfer or otherwise dispose of any Security Assets on terms whereby that Security Assets is or may be leased to, or re-acquired by, any other Relevant Party; or

(ii) sell, transfer, factor or otherwise dispose of any of its receivables which are Security Assets,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition ofan asset.

46.2 Disposals

None of the Relevant Parties shall enter into a single transaction or a series of transactions, whether related or not and whether voluntarily or involuntarily, to dispose of any Security Assets.

46.3 Contracts and arrangements with affiliates

Each Relevant Party shall ensure that all material agreements entered into between;

(a) a Relevant Party on the one hand; and

(b) an affiliate of a Relevant Party on the other hand,

are made on arm's length terms, except where the relevant affiliate is the Charter Guarantor or a Subsidiary of the Charter Guarantor.

46.4 Distributions and other payments

The Charterers shall not:

(a) pay (including by way of set-off, combination of accounts or otherwise) any dividend or redeem or make any other distribution or payment (whether in cash or in specie), including any interest and/or unpaid dividends, in respect of its equity or any other share capital or any warrants;

(b) make any payment (including by way of set off, combination of accounts or otherwise) by way of interest, repayment, redemption purchase or other payment, in respect of any shareholder loan, loan stock or similar instrument,

in each case, to its shareholders at any time when a Termination Event has occurred and is continuing.

46.5 Merger

(a) Except as provided in paragraph (b) below, neither the Charterer nor Charter Guarantor shall enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above shall not apply to any amalgamation, demerger, merger orcorporate reconstruction:

(i) made with the prior written consent of the Owners; or

(ii) where the Charterers or the Charter Guarantor concerned is the surviving entity; or (iii) and which results in an increase of the balance sheet of either the Charterers or the Charter Guarantor of up to $100,000,000, in each case, as compared to the corresponding positions under the Original Financial Statements of the Charterers or the Charter Guarantor, as the case may be.

46.6 Change of business

The Charterers shall procure that no substantial change is made to the general nature of the business of the Charterers or the Group from that carried on at the date of this Charter provided that any other type of shipping or transportation LNG, gas, hydrogen, ammonia, methanol or chemical business conducted by the Charterers or the Group shall not constitute a substantial change for the purpose of this Clause 46.6.

46.7 Changes to the Hafnia LR Pool Agreement

Nothing in this Clause 42 shall prevent the Charterers from amending the Hafnia LR Pool Agreement, to the extent that the assignment of Earnings is not thereby impaired.

46.8 Subordination Liabilities

The Charterers hereby agree to notify the Owners of the amounts of the Subordinated Liabilities owed to or by it from time to time.

47. FINANCIAL COVENANTS

The Charterers undertake that this Clause 47 will be complied with from the date of this Charter until the end of the Charter Period.

47.1 Financial covenants

(a) The Charterers undertake that it will ensure that from the date of this Charter until the end of the Charter Period:

(i) the Charter Guarantor shall maintain Free Liquid Assets at a level of at least $60,000,000, with compliance with such requirement to be tested by reference to the most recent annual or half-yearly financial statements which are delivered pursuant to Clause 45.1(k). Simultaneously with the provision of such financial statements, the Charterers will deliver a Compliance Certificate to the Owners setting out computations as to their compliance with this Clause 47.1. Each such Compliance Certificate shall be signed by the Head of Treasury, CFO or CEO of the Charterers;

(ii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity Ratio not less than 25%; and

(iii) the Charter Guarantor (on a consolidated basis) shall at all times maintain Adjusted Equity not less than $350,000,000,

(the above stated financial covenants, being the "**Financial Covenants**").

47.2 Financial definitions

For the purposes of Clause 47.1 (*Financial covenants*):

"**Adjusted Equity**" means the total equity presented in the most recent consolidated financial statements of the Charter Guarantor supplied to the Owners pursuant to this Charter by adjusting the vessels' book values (being the aggregate of vessels, vessels under construction (to the extent paid for by any member the Group) and periodic maintenance reserves) to their current market values.

"**Adjusted Equity Ratio**" means Adjusted Equity over the sum of Adjusted Equity and Liabilities.

"**Current Liabilities**" means, on any day, all liabilities of the Charter Guarantor and its Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as current liabilities.

"**Free Liquid Assets**" means the aggregate value of credit balances on any deposit, savings or current account and cash in hand and cash equivalent, which may also for calculation purposes comprise of a maximum of $30,000,000 accessible by way of revolving credit available for more than six (6) months.

"**Liabilities**" means, on any day, an amount equal to the aggregate of the Current Liabilities and the Long Term Liabilities.

"**Long Term Liabilities**" means, on any day, all liabilities of the Charter Guarantor andits Subsidiaries on a consolidated basis which would, in accordance with GAAP consistently applied, be classified as long term liabilities on that day (excluding for these purposes "deferred taxes" (as such term is used in accordance with GAAP, consistently applied)).

"**Test Date**" means 30 June and 31 December.

Calculations for the purposes of this Clause 47 shall be calculated on a consolidated basis, based on the Charter Guarantor's financial statements prepared on the basis of GAAP in force at the date of this Charter.

47.3 Financial testing

The Financial Covenants shall be tested in accordance with GAAP consistently applied as of each Test Date of each financial year of the Charter Guarantor by reference to each of the consolidated financial statements of the Charter Guarantor and each Compliance Certificate delivered pursuant to Clause 45.1(k) (*Financial statements*) and Clause 45.1(l) (*Requirements as to financial statements*).

48. USE, MAINTENANCE AND OPERATION

The undertakings in this Clause 48 remain in force from the date of this Charter until the end of the Charter Period.

48.1 Use

Subject to the terms and conditions of this Charter, the Charterers shall have the full possession, use and control of the Vessel.

48.2 Employment

(a) The Charterers shall not employ the Vessel or permit its employment:

(i) in any manner, trade or business which is forbidden by the law of the Approved Flag State or international law, or which is otherwise unlawful or illicit under the law of any relevant jurisdiction;

(ii) in carrying illicit or prohibited goods; or

(iii) in any manner which may render it liable to condemnation in a prize court, or to destruction, seizure or confiscation.

(b) In the event of hostilities in any part of the world (whether war be declared ornot), the Charterers shall not employ the Vessel or permit its employment:

(i) in carrying any contraband goods; or

(ii) to enter or trade to or to continue to trade in any zone after it has been declared a war zone by any Governmental Agency or by the Vessel's war risks insurers,

unless the Charterers shall first have given written notice to the Owners and theCharterers have, at their own expense, effected such special insurance cover as the Owners may require.

48.3 Sub-leasing

Save for the Hafnia LR Pool or except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not let the Vessel:

(a) on demise charter for any period other than any demise charter to a member of the Group; or

(b) on any time charter, voyage charter, consecutive voyage charter or other contract of employment for the Vessel that will result in the Charterers breaching Clause 45.1(j) (*Sanctions*).

48.4 Supply and crewing

The Charterers shall procure that the Vessel is manned, victualled, operated, supplied, fuelled and repaired at its own expense.

48.5 Repairers' liens

Except with the prior written consent of the Owners (and then only subject to such terms as the Owners may impose), the Charterers shall not put the Vessel into the possession of any person for the purpose of work being done upon it in an amount exceeding or likely to exceed $2,500,000 (or the equivalent in any other currency) in the case of dry-docking of the Vessel or $1,000,000 (or the equivalent in any other currency) in other cases, in each case, unless either (i) that person has first given to the Owners and in terms satisfactory to it a written undertaking not to exercise any lien on the Vessel or its Earnings for the cost of such work or for any reason, (ii) the Vessel's insurers have specifically confirmed that the cost of the work is covered by the Insurances or (iii) the Charterers or the Charterer Guarantor provides documentary evidence satisfactory to the Owners that it has sufficient financial resources to cover the cost of that work together with a declaration of solvency and full written disclosure of any existing relationship between the repairer and the Group on terms satisfactory to the Owners.

48.6 Seaworthiness and safe operation

The Charterers shall ensure that the Vessel will be:

(a) operationally seaworthy; and

(b) operated in a proper, safe and seaman-like manner, and in the manner prescribedby all relevant laws and regulations.

48.7 Repair

The Charterers shall:

(a) keep the Vessel in a good and safe condition and state of repair; and

(b) procure that all repairs to or replacement of any damaged, worn or lost parts or equipment are effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel.

48.8 Modification

The Charterers shall be entitled to make any modification to the Vessel which would change its structure or machinery if:

(a) such changes are required by law, Classification Society or applicable regulation; or

(b) if the following conditions are met:

(i) such modifications do not have a material adverse effect on the Vessel's certificates or its fitness and will not materially reduce or diminish the value of the Vessel;

(ii) such modifications shall not have a material adverse effect on the Vessel's good and safe condition and state of repair, value or its marketability; and

(iii) upon request from the Owners, the Charterers shall provide the Owners with copies of all plans in relation to the changes, confirmation from the Classification Society that such changes do not affect class and a valuation report in respect of the Vessel (in each case, if applicable),

and (A) in the case of (a) and/or (b), the Charterers shall bear all costs and expenses in relation to any such modifications (including but not limited to the Owners' and Finance Parties' legal cost and expenses for any changes required under any Operative Document or any Finance Document, such legal costs and expenses to be approved by the Charterers in advance, such approval not to be unreasonably withheld) (B) in the case of (b)(i) and (b)(ii), the Charterers shall reinstate the Vessel to its original condition prior to redelivery of the Vessel to the Owners, fair wear and tear excepted.

Subject to the above, no other changes or modification to the Vessel are permitted except with the prior written consent of the Owners. Any structure, machinery or equipment so replaced, renewed, installed or substituted pursuant to this Clause shall be considered the property of the Owners. For the avoidance of doubt, the provisions of Clause 48.8 above shall not prevent any maintenance work to the Vessel consistent with prudent ownership and management practices.

48.9 Removal of parts; equipment owned by third parties

Except with the prior written consent of the Owners, the Charterers shall not:

(a) remove any material part of the Vessel or any material item of equipment installed on the Vessel unless:

(i) the part or item so removed is forthwith replaced by a suitable part or item which is in the same condition as or better condition than that part or item removed;
(ii) the replacement part or item is free from any Lien in favour of any person other than any Security Agent; and
(iii) the replacement part or item becomes, on installation on the Ship, the property of the Owners and subject to the security constituted by any Mortgage; or

(b) install on the Vessel any equipment owned by a third party which cannot be removed without causing damage to the structure or fabric of the Vessel.

48.10 Use of equipment

The Charterers shall have the use of all outfit, equipment, appliances, furnishings, furniture and fittings, spare and replacement parts on board the Vessel at Delivery, and the same or their substantial equivalent shall be returned to the Owners on redelivery in good order and condition, except for ordinary wear and tear, and changes made as permitted under this Charter.

48.11 Renewal of equipment

(a) The Charterers shall, at its own expense, replace, renew or substitute such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers shall procure that all replacements, renewals or substitutions be effected in such manner as not to materially reduce the value of the Vessel.

(b) Title to any part replaced, renewed or substituted (including any part replaced or renewed or substituted by virtue of Clause 48.9 (*Modification*)) shall remain with the Owners until the part which replaced it or the new or substituted item of equipment becomes the property of the Owners.

48.12 Additional Equipment

(a) The Charterers may install additional equipment so as to render the Vessel available for any purpose for which the Charterers may require to use or operate the Vessel, provided that no permanent structural damage is caused to the Vessel by reason of such installation.

(b) Any additional equipment installed shall be considered the property of the Charterers who may remove such additional equipment at any time before the end of the Charter Period.

(c) The cost of installing or removing any additional equipment, together with the cost of making good any damage caused by such installation or removal shall be payable in full by the Charterers.

48.13 Maintenance of class; compliance with Authorisations

The Charterers shall:

(a) maintain the present class of the Vessel as defined and stipulated in the Memorandum of Agreement, or maintain the Vessel with the highest classification notation of a member of the International Association of Classification Societies acceptable to the Owners free from any overdue recommendation; and

(b) comply with and ensure that the Vessel complies with the provisions of all Authorisations from time to time applicable to vessels registered under the laws of the Approved Flag State or otherwise applicable to the Vessel.

48.14 Surveys

The Charterers shall:

(a) submit the Vessel to continuous surveys and such periodical or other surveys as may be required for classification purposes; and

(b) if so required by the Owners, supply to the Owners copies of all related survey reports which have been issued.

48.15 Inspection

The Charterers shall:

(a) on reasonable prior notice, permit the Owners by surveyors or other persons appointed by them for such purpose to board the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing) to inspect her provided there is no interference with the use, repairs, maintenance or operation of the Vessel and subject to all health and safety and insurance requirements relating to such visits being complied with. The Charterers shall bear the cost of any such inspection or survey (including, without limitation, the fees of any surveyor or other persons appointed by them for such purpose);

(b) provide all proper facilities for such inspections;

(c) give the Owners reasonable advance notice of any intended dry-docking of the Vessel (whether for the purpose of classification, survey or ownership); and

(d) at the option of the Owners and at the costs of the Charterers, the Charterers shall provide an inspection report prepared by the Technical Manager as to the condition of the Vessel once per calendar year (and at any other time as the Owners may request when there is a Termination Event continuing).

48.16 Manuals and Technical Records

The Charterers shall procure that:

(a) all certified true copies of records, logs, manuals, handbooks, technical data, drawings and other materials and documents which are required to be maintained in respect of the Vessel to comply with any applicable laws and regulations, or the requirements of the Vessel's approved Classification Society are maintained;

(b) accurate, complete and up-to-date records and logs of all voyages made by the Vessel, and of all maintenance, repairs and modifications to the Vessel are kept; and

(c) the Owners and their representatives are permitted to examine and take copies of all such records and logs and other documents on reasonable prior notice to the Charterer and not more than once every six (6) months unless a Termination Event is continuing.

48.17 Management of the Vessel

The Charterers shall procure that:

(a) the Vessel is at all times technically managed by the Technical Manager and commercially managed by the Commercial Manager pursuant to a Management Agreement (as applicable). The Technical Manager shall at all times be in possession of an appropriate and valid Document of Compliance under the ISM Code;

(b) unless (i) the Charterers have promptly informed the Owners in writing of any proposed change of a Manager, and (ii) the Owners have granted their prior written consent (which shall not be unreasonably withheld or delayed) to such proposed change, the Manager shall not be changed to an entity which is not a Subsidiary of the Charter Guarantor; and

(c) each Manager will provide a Manager's Undertaking (in form and content reasonably satisfactory to the Owners).

48.18 Compliance with laws

The Charterers shall do or cause to be done all things necessary to comply with all national and international conventions, laws, and the rules and regulations thereunder, applicable to the Charterers and/or the Vessel, including the ISPS Code, the ISM Code, MARPOL, the International Convention on Civil Liability for Oil Pollution Damage, the United States Oil Pollution Act of 1990 (including the manning requirements and the requirements relating to the establishment of financial responsibility), the United States Comprehensive Environmental Response, Compensation, and Liability Act, and international conventions, laws, rules and regulations relating to environmental matters, including discharges of Pollutants.

48.19 Information relating to the Vessel

The Charterers shall supply to the Owners:

(a) promptly, all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Vessel, its compliance with the ISPS Code, the ISM Code, the MARPOL, the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, the International Convention on Civil Liability for Oil Pollution Damage 1993, the Oil Pollution Act 1990 and the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, its employment, position and engagements, particulars of all towages and salvages, and copies of all charters and other contracts of its employment concerning the Vessel to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers;

(b) all such information as the Owners shall from time to time reasonably request (unless a Termination Event occurs and is continuing in which event the Charterers shall supply all such information upon first demand of the Owners) regarding the Insurances and copies of all policies, cover notes and all other contracts of insurance which are from time to time taken out or entered into in respect of the Vessel or otherwise in connection with the Vessel so that the Owners are at all times able to determine whether the Vessel has been adequately insured as provided for in this Charter;

(c) promptly, such further information regarding the financial condition, the fleet data, business and operations of the Charterers and other Relevant Parties as the Owners may reasonably request to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers or any other Relevant Party;

(d) promptly, details of all material restructuring, merger or acquisition of the Charter Guarantor and the Charterers to the extent that the provision of the same will not contravene any confidentiality obligation binding on the Charterers, any other Relevant Party;

(e) if reasonably required by the Owners and not more than once every quarter, details of Earnings paid by each Sub-Charterer to the Charterers (including but not limited to the amount of hire and the dates on which the Vessel is subject to payment of hire); and

(f) upon the request of the Owner or any Relevant Lender and at the cost of the Charterers, on or before 31 July in each calendar year, supply or procure the supply to the Owners (for itself or for transmission to the facility agent for the applicable Relevant Lender) of all information necessary in order the Owners or for any Relevant Lender to comply with its obligations under the Poseidon Principles in respect of the preceding calendar year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with regulation 22A of Annex VI and any Statement of Compliance, in each case relating to the Vessel for the preceding calendar year, provided that none of the Owners or any Relevant Lender shall publicly disclose such information with the identity of the Vessel without the prior written consent of the Charterers and, for the avoidance of doubt, such information shall be confidential information for the purposes of Clause 62 (Disclosure of information) but the Charterers acknowledge that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the Owner's or ICBC Financial Leasing Co., Ltd.'s or the applicable Relevant Lender's portfolio climate alignment.

In this paragraph (f):

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention.

"Relevant Lender" means the a Finance Party which has, at any time during the Charter Period, become a signatory to the Poseidon Principles.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published on 18 June 2019 as the same may be amended or replaced (to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organization) from time to time.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

48.20 Submission of P&I declarations

The Charterers shall ensure the timely completion and submission to any protection andindemnity association which underwrites the protection and indemnity risk of the Vessel:

(a) a declaration by the Charterers and by any bareboat charterer, manager or other operator of the Vessel who is a member of such association or such insurance company, that they will comply with all special terms and conditions of the association or the insurance company (including payment of additional premiums for individual voyages) applying to any voyage or operation anywhere in the United States of America or within the U.S.A. Exclusive Economic Zone (as defined in the U.S. Oil Pollution Act 1990); and

(b) such quarterly or other declarations whenever due listing all voyages of the Vessel,

all such declarations to be in form acceptable to, and contain all relevant informationrequired by, the association or the insurance company.

48.21 Maintenance and delivery of evidence of oil pollution insurance cover

(a) The Charterers shall comply with all other requirements of the protection and indemnity association, to ensure that the Vessel is covered for United States oilpollution risks where the Vessel enters into U.S. waters.

(b) As evidence of such compliance, the Charterers shall, at its own expense, deliver to the Owners on demand:

(i) certified true copies of all declarations to the protection and indemnity association;

(ii) protection and indemnity association's confirmation of cover for U.S. oilpollution risks where the Vessel enters U.S. waters; and

(iii) such other information and documents as the Owners may from time to time reasonably request.

48.22 Prevention of and release from arrest

(a) The Charterers shall promptly pay and discharge all debts, damages, liabilities and outgoings which have given or may give rise to maritime, statutory or possessory liens on, or claims enforceable against, the whole or any part of theVessel, its Earnings or the Insurances.

(b) In the event of:

(i) a writ or libel being filed against the whole or any part of the Vessel, its Earnings or the Insurances, or of any of the same being arrested, attached or levied upon pursuant to legal process or purported legal process; or

(ii) detention of the Vessel in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

the Charterers shall use its best endeavours to procure the discharge of the writ or libel or, as the case may be, the release of the Vessel, its Earnings and the Insurances from such arrest, attachment, levy or detention as soon as practicably possible upon receiving notice, by providing bail or procuring the provision of Liens orotherwise as the circumstances may require.

48.23 Payment of outgoings and evidence of payments

The Charterers shall promptly:

(a) pay all tolls, dues and other outgoings in respect of the Vessel, its Earnings and the Insurances when due and payable;

(b) keep proper books of account in respect of the Vessel and its Earnings and, if a Termination Event occurs and is continuing, make such books available for inspection on behalf of the Owners upon request;

(c) if a Termination Event occurs and is continuing, furnish satisfactory evidence at the request of the Owners that:

(i) the wages, allotments and the insurance and pension contributions of the master and crew are being promptly and regularly paid;

(ii) all deductions from crew's wages in respect of any tax liability are being properly accounted for; and

(iii) the master has no claim for disbursements, other than those incurred by him in the ordinary course of trading.

48.24 Notification of certain events

The Charterers shall notify the Owners as soon as practicably possible in writing of:

(a) any damage to the Vessel requiring repairs the cost of which will or might exceed the Major Casualty Amount;

(b) any occurrence in consequence of which the Vessel has become or is likely to become a Total Loss;

(c) any requisition of the Vessel for hire;

(d) any requirement or recommendation made by any insurer or classification society or by any competent authority which is not complied with within any time limit presented by any insurer, society or authority;

(e) any arrest or detention of the Vessel or any exercise or purported exercise of a lien or other claim on the whole or any part of the Vessel, its Earnings or the Insurances;

(f) any petition or notice of meeting to consider any resolution to wind-up any Relevant Party (or any analogous event under the laws of the place of its incorporation);

(g) the occurrence of any collision or damage involving the Vessel in consequence of which the Charterers has notified any insurer or classification society of such occurrence;

(h) any withdrawal of the Document of Compliance issued to the ISM Company pursuant to the ISM Code; and

(i) any withdrawal of the Vessel's Safety Management Certificate, International Ship Security Certificate, International Air Pollution Prevention Certificate, orthe certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, or the certificate issuedpursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part 138.

49. TITLE AND REGISTRATION

The undertakings in this Clause 50 remain in force from the date of this Charter until the end of the Charter Period.

49.1 Title and ownership

(a) The Vessel shall belong to the Owners and title to, and ownership of, the Vesselshall remain vested in the Owners.

(b) The Charterers shall have no right, title or interest in or to any part of the Vesselexcept the rights expressly set out in this Charter.

49.2 Registration

(a) The Charterers shall not do or permit to be done anything, or omit to do anythingwhich could or might result in:

(i) the registration of the Owners' title to the Vessel in the Approved Flag State being forfeited or imperilled; or

(ii) the Vessel being required to be registered under any other flag.

(b) Subject to no Termination Event continuing, the Owners shall, at the cost of the Charterers, cooperate with the Charterers to implement any change of flag between Approved Flag States.

(c) Save as agreed by the Owners, the Charterers shall not register the Vessel or permit its registration under any flag state other than an Approved Flag State.

(d) Any change to the flag state required by law or regulations shall be at the cost of the Charterers. Otherwise, any change to the flag state of the Vessel shall be at the cost of the requesting party.

49.3 Vessel's name and colours

(a) The Charterers shall notify the Owners in writing of any intended change in thename of the Vessel. The Owners shall, at the Charterers' expense, co-operate inrespect of any formalities required in connection with a change of name of the Vessel.

(b) The Charterers may, at its own expense, paint the Vessel in its own colours andinstall and display its insignia on board.

49.4 Disposal

Except as permitted under the Operative Documents to which it is a party, the Charterers shall not attempt, or hold itself out as having any power, to sell, charge or otherwise encumber or dispose of the Vessel.

49.5 Notice of ownership and charter

The Charterers shall:

(a) place, and at all times and places use due diligence to retain, a properly certified copy of the Mortgage on board the Vessel with its papers and cause such certified copy of the Mortgage to be exhibited to:

(i) any person having business with the Vessel which might give rise to any lien on the Vessel other than a lien for crew's wages and salvage; and

(ii) any representative of the Owners or the Security Agent; and

(b) place and keep prominently displayed in the chart room and in the Master's cabin of the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF OWNERSHIP AND LEASE

This Vessel is owned by Hai Kuo Shipping 2217T Pte. Limited (the "Owners") and is subject to a head bareboat charter between the Owners and Hafnia Pools Pte. Ltd. (the "Charterers").

Neither the Charterers nor any manager nor the Master of this Vessel nor any servant or agent of any of them have any right, power or authority to contract on behalf of the Owners, or to pledge the credit of the Owners, or the involvement of the Owners in any liability, and none of the Charterers, any manager, the Master of this Vessel or any other person has any right, power or authority to create, incur or permit to be imposed upon this Vessel any commitments or encumbrances whatsoever other than for crew's wages and salvage."

50. INSURANCE

The undertakings in this Clause remain in force throughout the Charter Period. In this Clause:

"**excess risks**" means the proportion (if any) of claims for general average, salvage andsalvage charges not recoverable under the hull and machinery insurances of a Vessel inconsequence of the value at which the Vessel is assessed for the purpose of such claimsexceeding its insured value.

"**protection and indemnity risks**" means the usual risks covered by North of England P&I Association Limited or such other protection and indemnity association being a subscriber to the International Group of Protection and Indemnity Associations ("**IGA**") or any subsequent association that provides an umbrella for pooled reinsurance in a manner similar to IGA or as may otherwise be approved by the Owners, including the proportion (if any) not recoverable in case of collision under the ordinary collisionclause.

50.1 Scope of Insurance

Subject to Clause 50.13 (*Modification to Insurance*), the Charterers shall insure and keep the Vessel insured, free of cost and expense to the Owners, in the name of the Owners, (but without liability on the part of the Owners for premiums or calls) against:

(a) usual marine risks (including excess risks) and war risks, on an agreed value basis, in such amounts (but not in any event less than whichever shall be the greater of):

(i) the market value of the Vessel for the time being (as determined by theOwners); and

(ii) such amount which shall equal an amount between one hundred and ten per cent (110%) of the higher of the Fair Market Value of the Vessel and the then Outstanding Principal,

and upon such terms as shall from time to time be approved in writing by the Owners;

(b) protection and indemnity risks (including pollution risks for the highest amountin respect of which cover is or may be available for Vessels similar to the Vessel)for the value and tonnage of the Vessel (as set out in the insurance schedule and otherwise approved in writing by the Owners), and upon such terms as shall from time to time be approved in writing by the Owners; and

(c) such other matters of any nature arising in respect of which insurance would bemaintained by a prudent Owners of the Vessel.

(d) For the purpose of Clause50.2:

(i) Insurance companies and/or underwriters rated A- or higher by Standard Poor's Rating Group or Fitch Ratings or A3 or higher by Moody's Investor Services and registered Lloyd's syndicates and, in respect of Generali Italia SpA (Generali), if rated Baa3 or higher by Moody's Investor Services or BBB- or higher by Fitch Ratings provided no more than 5% of the total insurance coverage of the Vessel is to be placed with or through Generali (save that the proviso shall not apply if Generali are rated A3 or higher by Moody's Investor Services and A- or higher for Fitch Ratings);

(ii) Lloyd's broker, Willis Towers Watson, LSN Assurances, Edge Group, Cambiaso Rissoand Groupe Eyssautier as insurance brokers;

(iii) Any protection and indemnity association or clubs which is a memberof the International Group of P&I Clubs,

shall be deemed "approved" by the Owners.

(e) For the purpose of Clause 50.2, Insurances placed on terms no less restrictivethan those continued in the latest version of the Nordic Marine Insurance PlanFull Conditions shall be deemed approved by the Owners.

(f) If any Finance Party so requests, the Insurances shall be taken out in the joint names of the Owners, the security agent for the Finance Party (and any other Finance Party required by the security agent) (and, to the extent reasonably practicable in the insurance market, without liability on the part of the security agent or such Finance Party for premiums or calls).

50.2 Insurers

(a) The Charterers shall effect the Insurances in Dollars and through insurance brokers and/or with such insurance companies and/or underwriters as shall fromtime to time be approved in writing by the Owners.

(b) The protection and indemnity and war risks Insurances may be effected by the entry of the Vessel with such protection and indemnity and war risks associations as shall from time to time be approved in writing by the Owners.

50.3 Fleet cover

If any of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) form part of a fleet cover, the Charterers shall procure that the insurance brokers shall undertake:

(a) to the Owners that they shall neither set-off against any claims in respect of theVessel any premiums due in respect of other vessels under such fleet cover or any premiums due for other insurances, nor cancel the Insurances for reason ofnon-payment of premiums for other vessels under such fleet cover or ofpremiums for such other insurances; and

(b) to issue a separate policy in respect of the Vessel if and when so requested by the Owners.

50.4 Payment of premiums

The Charterers shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances, and produce upon reasonable request by the Owners all relevant receipts or other evidence of payment.

50.5 Insurance documentation

The Charterers shall:

(a) deposit with the insurance brokers (if any) (or procure the deposit of) all slips, cover notes, policies, certificates of entry or other instruments of insurance from time to time issued in connection with such of the Insurances referred to in Clause 50.1 (*Scope of Insurance*) as are effected through approved brokers; and

(b) procure that:

(i) the interests of the Owners shall be endorsed on the relevant instrumentsof insurance by incorporation of the relevant loss payable clause and, where the Insurances have been assigned to the Owners, by means of a notice of assignment (signed by the Charterers); and

(ii) the Owners shall be furnished with the originals or copies of the relevantinstruments of insurance and a letter or letters of undertaking from the insurance brokers in such form as shall from time to time be required bythe Owners (having regard to general insurance market practice and lawat the time of issue of such letters of undertaking).

50.6 Protection and indemnity and war risks insurance

The Charterers shall:

(a) procure that any protection and indemnity and/or war risks association in whichthe Vessel is for the time being entered shall:

(i) endorse the standard loss payable clause of that association on the relevant certificate of entry or policy in accordance with the rules of therelevant protection and indemnity and/or war risks association; and

(ii) furnish the Owners with the original or a copy of such certificate of entryor policy and a letter or letters of undertaking in the standard form of that association; and

(b) arrange for the execution of such guarantees or indemnities as may from time to time be required by any protection and indemnity and/or war risks association.

50.7 Expiry of insurance

The Charterers shall:

(i) renew any Insurances effected by it on approved terms before the expiryof that Insurance;

(ii) within ten (10) Business Days after the expiry date of the Insurances, confirm to the Owners in writing that the Insurances have been renewedor extended, and notify the Owners in writing of the key terms and conditions of the renewal or extension; and

(iii) within forty five (45) Business Days after the expiry date of the Insurances, provide the Owners with the full terms and conditions of theInsurances then renewed.

50.8 Insurance report

(a) Subject to (b) below, the Owners shall in the following circumstances be entitledto procure a detailed report signed by an independent firm of marine insurancebrokers appointed by the Owners dealing with the Insurances and stating the opinion of such firm as to the adequacy of the Insurances:

(i) on or prior to the Delivery Date;

(ii) once every calendar year;

(iii) if a Termination Event has occurred and is continuing; and

(iv) following material changes to the terms of any of the Insurances;.

(b) The Charterers shall:

(i) reimburse the Owners, within 30 days of demand, any expenses incurred by the Owners in obtaining reports in accordance with Clause 50.8 from an independent firm of marine insurance brokers appointed by theOwners as to the adequacy of the Insurances effected or proposed to beeffected pursuant to this Clause 50; and

(ii) procure that there is delivered to such brokers all such information in relation to the Insurances as such brokers may require.

50.9 Insurance Proceeds

Unless a Termination Event shall have occurred and be continuing:

(a) each sum receivable in respect of a major casualty (being any casualty in respectof which the claim or the aggregate of the claims exceeds the Major Casualty Amount), other than in respect of protection and indemnity risk insurances, shallbe paid to the Owners or, as the case may be, the Security Agent;

(b) the insurance moneys received by the Owners or, as the case may be, the Security Agent in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners or the Security Agent that all loss and damage resulting from the casualty has been properly made good and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners or, asthe case may be, the Security Agent, to the person by whom any repairshave been or are to be effected;

(c) the receipt by any such person referred to in paragraphs (i) and (ii) of paragraph (b) above shall be a full and sufficient discharge of the same to the Owners or,as the case may be, the Security Agent; and

(d) subject to the foregoing:

(i) each sum receivable in respect of the Insurances (insofar as the same are hull and machinery or war risks insurances) which does not exceed the Major Casualty Amount shall be paid in full to the Charterers or to its order and shall be applied by it for the purpose of making good the lossand fully repairing all damage in respect of which the receivable shall have been collected;

(ii) each sum receivable in respect of protection and indemnity risk Insurances shall be paid direct to the person to whom the liability, to which that sum relates, was incurred, or to the Charterers in reimbursement to it of moneys expended in satisfaction of such liability.

(e) Notwithstanding the foregoing, all sums receivable in respect of the Insurancesafter the occurrence of a Termination Event which is continuing shall be paid tothe Owners. The insurance moneys received by the Owners in respect of any such major casualty as described in paragraph (a) above shall be paid:

(i) to the person to whom the relevant liability shall have been incurred; or

(ii) upon the Charterers furnishing evidence satisfactory to the Owners thatall loss and damage resulting from the casualty has been properly madegood and repaired, to the Charterers or, at the option of the Charterers and following the consent of the Owners to the person by whom any repairs have been or are to be effected.

(f) If there exists a surplus after applications of the proceeds of Insurances in accordance with (e) above, the Charterers shall apply them in accordance with Clause 57.2 (*Payments on a Termination Event*) and thereafter (subject to the rights of the Finance Parties pursuant to the terms of the Finance Documents and so long as no Termination Event is then continuing) any remaining balance actually received or held by the Owners after such application (or any applicableapplication in accordance with the terms of the Finance Documents) shall be paid to the Charterers.

50.10 Negative undertakings

The Charterers shall not:

(a) do, consent or agree to any act or omission which would or might render any instrument in respect of the Insurances invalid, void, voidable or unenforceable, or render any sum paid under any such instrument repayable in whole or in part;

(b) employ the Vessel or permit the Vessel to be employed otherwise than in conformity with the terms of the Insurances (including any express or implied warranties) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe; and

(c) without the prior written consent of the Owners materially alter any Insurance.

50.11 Vessel entering U.S. waters

Prior to permitting the Vessel to enter the United States Exclusive Economic Zone, theCharterers shall:

(a) comply with all regulations in force of the United States Oil Pollution Act of 1990 which apply to the Vessel including, if necessary, obtaining within the time limits set by the U.S. Coast Guard, a Certificate of Financial Responsibility,a certified copy of which shall be lodged with the Owners prior to engaging in any such voyage; and

(b) ensure that the certificate of entry for the Vessel issued by the protection and indemnity association or an insurance company written by Lloyds London with which it is entered is endorsed with the U.S. Oil Pollution Clause 20/2/91 (as amended or replaced from time to time), and procure for the Owners written confirmation from the association or the insurance company that the Charterers have provided all declarations and satisfied all other requirements of the association or the insurance company and that the U.S. Trading Exclusion Clause has been deleted from the cover.

50.12 Innocent owner's insurance

The Owners shall be entitled to place (at the Charterers' expense) an innocent owner's insurance and owner's additional perils in relation to the Vessel's hull insurances in an amount equal to the amounts set out in Clause 50.1(a)(ii).

50.13 Modification to Insurance

The Owners shall be entitled to require the Charterers to insure the Vessel, at the Charterers' expense, against any other risks which the Owners consider, having regardto practices and other circumstances prevailing at the relevant time in the internationalinsurance markets for vessels similar to the Vessel and performing operations and in aregion similar to the Vessel, it would be reasonable for the Charterers to insure and which are specified by the Owners to the Charterers in a written notice

51. RISK, LOSS AND DAMAGE

51.1 Risk

Without prejudice to the Owners' obligations under Clause 36.1(a) (*Quiet enjoyment*), throughout the Charter Period, the Charterers shall bear the full risk of:

(a) any Total Loss of, or any other damage to, the Vessel; and
(b) any other occurrence which shall deprive the Charterers of the use, possession or enjoyment of the Vessel.

51.2 Notification

The Charterers shall give the Owners prompt notice in writing of any occurrence as is referred to in Clause 51.1 (*Risk*).

51.3 Payment of Rent

(a) Notwithstanding that the Vessel has become a Total Loss, the Charterers shall continue to pay Rent on the relevant Payment Dates and in the amounts required under this Charter until all sums become due under Clause 57.2 (*Payments on a Termination Event*). The Charter Period will end and the obligation of the Charterers to pay Rent shall cease on the date on which all sums due under Clause 57.2 (*Payments on a Termination Event*) have been received by the Owners.

(b) Without prejudice to paragraph (a) above, all moneys received by the Owners from insurers or any other person in respect of a Total Loss shall be applied bythe Owners as follows:

(i) first, in or towards settlement of any amount owing by any Relevant Party to the Owners under any Operative Document (including any interest due in respect thereof) on the Total Loss Payment Date or the Termination Sum Payment Date; and

(ii) secondly, if the Charterers, on or before the date of application of such moneys have paid all sums under Clause 57.2 (*Payment on a Termination Event*) or a part thereof, in or towards refunding by way of rebate of Rent and other amounts to the Charterers an amount equal to the amount so paid by the Charterers; and

(iii) thirdly, if there is any surplus, to the Charterers by way of compensationfor early termination of the Charter Period.

52. REQUISITION FOR HIRE

52.1 Effect of requisition for hire

If the Vessel is requisitioned for hire by any Governmental Agency or other competent authority during the Charter Period then, unless and until the Vessel becomes a Total Loss following such requisition and the Charterers shall have made payments of all sums due pursuant to Clause 51.3 (*Payment of Rent*), this Charter shall continue in full force and effect for the remainder of the Charter Period and the Charterers shall remain fully responsible for the due compliance with all its obligations under this Charter andthe other Operative Documents other than such obligations which the Charterers are unable to comply with solely by virtue of such requisition unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*).

52.2 Payment of requisition on hire

If the Charterers shall duly comply with its obligations under this Charter and the otherOperative Documents, save as mentioned in Clause 52.3 (*Owners to account for requisition hire*), the Charterers shall during the Charter Period be entitled to all requisition hire paid to the Owners or to the Charterers by such Governmental Agencyor other competent authority on account of such requisition.

52.3 Owners to account for requisition hire

In respect of any requisition hire paid to the Owners, the Owners shall (subject to any right of set-off which the Owners may have in respect of any amounts due and unpaid under the terms hereof) pay such requisition hire to the Charterer immediately upon receipt.

52.4 Reinstatement of Vessel

The Charterers shall as soon as practicable after the end of any requisition for hire, cause the Vessel to be put into the condition required by this Charter, and where that requisition shall end after the expiry or termination of the Charter Period, the Charterersshall, unless the Charterers have performed in full their obligations under Clause 55 (*Purchase Options and Purchase Obligation*) or pursuant to Clause 57 (*Rights Following a Termination*), as soon as practicable, cause the Vessel to be put into the redelivery condition required by Clause 53 (*Redelivery*), allowance being made for fairwear and tear in respect of the period from the expiry or termination of the Charter Period.

52.5 Compensation for Reinstatement

The Owners shall be entitled to any compensation payable in respect of any change in the structure, state or condition of the Vessel arising during the period of requisition forhire. The Owners shall apply such compensation in reimbursing the Charterers for thecost of complying with its obligations under Clause 52.1 (*Effect of requisition for hire*) and Clause 52.4 (*Reinstatement of Vessel*), provided always that if a Termination Eventhas occurred and is continuing, the Owners shall be entitled to apply such compensationin or towards settlement of any amounts owing by the Charterer under this Charter or any of the other Charter Documents.

52.6 Continuing Requisition for Hire

Should the Vessel be under requisition for hire at the end of the Charter Period:

(a) The charter of the Vessel under this Charter shall (unless otherwise agreed between the parties hereto) nevertheless be terminated at such end but without prejudice to the accrued rights of the parties including, without prejudice to thegenerality of the foregoing, the obligation of the Charterers contained in clause 52.4 (*Reinstatement of Vessel*), and the Owners shall be entitled to receive andretain any requisition hire payable in respect of the period from the expiry or termination of the Charter Period;

the Charterers shall, if it is prevented by reason of the requisition for hire fromre-delivering the Vessel under Clause 53 (*Redelivery*), be relieved from its obligations so to do, but shall consult with the Owners as to the most convenientmethod of enabling the Owners to obtain redelivery of the Vessel when the Vessel is released from such requisition;

(b) after such release the Charterer shall be given a reasonable opportunity of removing any such additional equipment as is referred to in Clause 48.8 (*Modification*) to Clause 48.12 (*Additional equipment*) on the terms therein referred to; and

(d) For the avoidance of doubt, this Clause 52 shall not apply if the Charterers have performed in full all of their obligations under Clause 55.3 (*Obligation to Purchase*).

53. REDELIVERY

53.1 Redelivery

(a) Immediately prior to completion of the sale of the Vessel pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation, the Vessel will be deemed to have been redelivered by the Charterers to the Owners in accordance with the redelivery conditions set out inClause 53.2 (*Redelivery conditions*).

(b) If for any reason the Vessel is not sold pursuant to the exercise of the Purchase Option, the Owners' Default Purchase Option or the Purchase Obligation (and provided it is not a Total Loss), at the end of the Charter Period the Charterers shall, at its own expense, redeliver the Vessel to the Owners in accordance withthe redelivery conditions set out in Clause 53.2 (*Redelivery conditions*).

53.2 Redelivery conditions

The Charterers shall redeliver the Vessel:

(a) safely afloat at an easily accessible recognised safe port or anchorage approvedby the Owners (which is not subject to Sanctions);
(b) free of any class notations and statutory recommendations affecting her class and trading certificates, and with all trading and class certificates valid and without qualification, and in the event redelivery occurs within one year of to the next five-year renewal/special survey for class, all costs of the renewal/special survey shall be borne or reimbursed by the Charterers
(c) in the same (or, if previously enhanced, better) structure, state and condition as at the Delivery Date (fair wear and tear excepted), and having installed or on board all equipment, spares and replacements installed or on board the Vessel on the Delivery Date (except for equipment belonging to third parties);
(d) with all Manuals and Technical Records with at least 12 months' validity remaining as at the redelivery date (to the extent that they have a validity) and all the original copies of certificates, documentations and drawings delivered to the Charterers at the Delivery Date;
(e) free of crew and officers (unless otherwise agreed by the Owners) and with all arrears of wages of the master and crew of the Vessel fully paid;
(f) with all machinery fluid reservoirs and tanks, such as lubricating oils, hydraulic oils and bunkers on board the Vessel filled to their recommended operating levels;
(g) free and clear of all Liens (except for the Mortgage or any other Liens created by the Owners) and free of charter (subject to the terms of any Owners' Issued Quiet Enjoyment Agreement (or any other quiet enjoyment agreement entered into by the Owners from time to time); and
(h) without prejudice to the above, being in generally good condition, tight, staunch, strong and well and sufficiently tackled, apparelled, furnished, equipped and inevery respect seaworthy (ordinary wear and tear excepted).

54. TERMINATION EVENTS

54.1 The Owners and the Charterers agree that:

(a) it is a fundamental term and condition of this Charter that none of the events setout in this Clause 54 shall occur after the date of this Charter or at any time during the Charter Period;

(b) the occurrence of any such event shall constitute a repudiatory breach of this Charter by the Charterers, entitling the Owners to accept such repudiation and to exercise any of its rights under Clause 57 (*Rights Following a Termination*); and

(c) no Termination Event shall arise under this Charter solely by virtue of any Sub- Charter expiring or being terminated, repudiated or cancelled.

54.2 Non-payment

Any Relevant Party does not pay on the due date any amount payable pursuant to an Operative Document to which it is a party at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by administrative or technical error; and

(b) payment is made within five (5) Business Days of its due date (in case of the payment of Rent) and seven (7) Business Days (in the case of other amount payable on demand).

54.3 Other obligations

Any Relevant Party does not comply with any provision of the Operative Documents (other than those referred to in Clause 54.2 (*Non-payment*), Clause 54.14 (*Compliance with insurance requirements*), Clause 54.20 (*Sanctions*) and Clause 54.16 (*Breach of financial covenants*)) to which it is a party and in respect of any such breach which in the reasonable opinion of the Owners is capable of remedy but has not been remedied within thirty (30) Business Days from the earlier of the date of the Charterers becoming aware of the failure to comply and the Owners giving notice to the Charterers.

54.4 Misrepresentation

Any representation or statement made or deemed to be made by any Relevant Party in the Operative Documents to which they are a party or any other document delivered by or on behalf of the Charterers under or in connection with any Operative Document to which they are a party is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and in respect of any such breach which in the reasonable opinion of the Owners has a Material Adverse Effect.

54.5 Cross default – Financial Indebtedness

(a) Any Financial Indebtedness of any of the Relevant Parties is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any of the Relevant Parties is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(c) Any commitment for any Financial Indebtedness of any of the Relevant Parties is cancelled or suspended by a creditor of any of the Relevant Parties as a result of an event of default (however described).

(d) Any creditor of any of the Relevant Parties becomes entitled to declare any Financial Indebtedness of such Relevant Party due and payable prior to its specified maturity as a result of an event of default (however described).

(e) No Termination Event will occur under this Clause 54.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than $30,000,000 (or its equivalent in other currenc(ies)).

54.6 Cross-Default – Associated Charters

In respect of any Associated Charter, any Termination Event (as defined in the respective Associated Charter) occurs.

54.7 Modification, revocation, termination and expiry of Authorisation, etc.

Any Authorisation required by any Relevant Party to authorise, or required by any Relevant Party in connection with the execution, delivery, validity, enforceability or admissibility in evidence of any of the Operative Documents to which it is a party, or the performance by any Relevant Party of its obligations under any of such documentsis modified in a manner prejudicial to the Owners, or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect due to the act or omission of a Relevant Party unless such Authorisation is reinstated or renewed within thirty (30) Business Days from the earlier of the dateof the Charterers becoming aware of the failure to comply and the Owners giving noticeto the Charterers.

54.8 Insolvency

(a) Any Relevant Party is unable or admits inability to pay its debts as they fall due, or suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Owners) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of the Charter Guarantor is less than its liabilities (taking into account contingent and prospective liabilities).

(c) The value of the assets of the Charterers is less than its liabilities (taking into account contingent and prospective liabilities) provided that no Termination Event will occur under this paragraph (c) if the Charter Guarantor's auditor is in the opinion that the Charterers remain solvent after taking into account any parent support letter provided by the Charter Guarantor.

(d) A moratorium is declared in respect of any indebtedness of any Relevant Party.

54.9 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Relevant Party;

(b) a composition, assignment or arrangement with any creditor of any Relevant Party;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Relevant Party;

(d) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charterers;

(e) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any asset or assets of the Charter Guarantor, having an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies));

(f) enforcement of any Liens over any Security Assets;

(g) enforcement of any Liens over any asset or assets of the Charterers;

(h) enforcement of any Liens over any asset or assets of the Charter Guarantor having an aggregate value of $30,000,000 (or its equivalent in other currenc(ies)) and in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)); or

(i) any analogous procedure or step is taken in any jurisdiction.

This Clause 54.9 shall not apply to any winding-up petition (or analogous procedure) which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

No Termination Event shall occur under this Clause 54.9 solely by virtue of the Vessel being arrested.

54.10 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affecting:

(a) any asset or assets of the Charterers; or

(b) any asset or assets of the Charter Guarantor not being a Security Asset, having an aggregate value of $30,000,000 and being in respect to claims with an aggregate value of no less than $30,000,000 (or its equivalent in other currenc(ies)) and is not discharged within 30 days.

54.11 Cessation of business

Any Relevant Party suspends or ceases or threatens to suspend or cease to carry on all or a material part of its business.

54.12 Failure to pay final judgment

(a) Any Relevant Party fails to comply with or pay any sum due from it under any final judgment or any final order made or given by any court of competent jurisdiction within the period specified in the relevant judgment, or if no period is specified, within the earlier of 30 days of such final judgment being issued and the last day of the grace period permitted under the applicable law in respectthereof.

(b) No Termination Event will occur under paragraph (a) upon expiry of the graceperiod thereunder in respect of the Charter Guarantor if the Owners are satisfiedthat the Charter Guarantor is taking all appropriate steps in good faith to contestthe claims that give rise to such judgement and adequate reserves in form and substance acceptable to the Owners have been made for the relevant judgement debt or the Charterer Guarantor is otherwise able to demonstrate to the reasonable satisfaction of the Owners that such failure to comply or pay shall not have a Material Adverse Effect.

54.13 Liens

Any Security Document to which any Relevant Party is a party is not in full force and effect or does not create in favour of the Owners the Liens which it is expressed to create with the ranking and priority it is expressed to have, unless in each case, the same is remedied within five (5) Business Days.

54.14 Compliance with insurance requirements

The Charterers fail to comply with the terms of Clause 50.1 (*Scope of Insurance*), 50.2 (*Insurers*) and 50.7 (*Expiry of insurance*) unless, in each case, the same is remedied within five (5) days.

54.15 Arrest of the Vessel

(a) The Vessel is arrested, confiscated, seized, taken in execution, impounded, forfeited, attached or levied (each an "**Action**") upon due to the Charterers' action or omission or default or negligence or pursuant to legal process or purported legal process; or

(b) the Vessel is detained in exercise or purported exercise of any lien or claim referred to in paragraph (a) above,

and the Charterers fail to procure the release of the Vessel within 90 days of such Action.

54.16 Breach of financial covenants

Any of the Financial Covenants are breached provided no Termination Event will occur if such breach is remedied (to the satisfaction of the Owners supported by documentary evidence) within thirty (30) Business Days of the earlier of:

(a) the Owners giving notice to the Charterers;

(b) any Relevant Party becoming aware of the failure to comply; and

(c) the date of the Compliance Certificate establishing such breach. For the avoidance of doubt, despite the financial covenants being tested as of each Test Date, the financial covenants shall still be considered being capable of remedy even though the remedial action would take effect after the relevant Test Date.

54.17 Material Adverse Effect

Any event or circumstances occurs which has or is reasonably likely to have a MaterialAdverse Effect.

54.18 Unlawfulness

It is or becomes unlawful for any Relevant Party to perform any of its obligations underany of the Operative Documents to which it is a party and the same is not remedied within 14 days.

54.19 Change of Control

Any of the following events occur without prior written consent of the Owners:

(a) The Charterer ceases to be legally and beneficially wholly-owned (either directly or indirectly) by the Charter Guarantor; or

(b) Ultimate Parent ceases to legally and/or beneficially (either directly or indirectly) to own or control 20% of the issued share capital or voting rights of the Charter Guarantor.

54.20 Repudiation

Any Relevant Party repudiates any Operative Document to which it is a party or evinces an intention to repudiate any Operative Document to which it is a party.

54.21 Change of Manager or Manager's default

Any breach occurs under a manager's undertaking by a manager and is not remedied within 30 days (or if the remedy involves the removal of a Manager, such longer period as required by that Manager's terms of engagement to remove that Manager) of the earlier of (i) the Owners giving notice to the Charterers or (ii) the Charterers becoming aware of the failure to comply.

54.22 Sanctions

Any Relevant Party does not comply with any of its undertakings referred to in Clause 45.1(j) (*Sanctions*) or any representations in Clause 44.1(v) (*No Prohibited Person*) is or proves to have been incorrect or misleading in any material respects when made or deemed to be made.

55. PURCHASE OPTIONS AND PURCHASE OBLIGATION

55.1 Purchase Options

If no Termination Event has occurred, the Charterers shall have the right to purchase the Vessel subject to the following:

(a) the purchase option shall be exercisable by irrevocable written notice to the Owners given not later than thirty (30) days prior to the date on which the Charterers intend to purchase the Vessel which must be a Purchase Option Exercise Date (the "**Purchase Option Date**"); and

(b) the Charterers shall pay to the Owners on the Purchase Option Date the aggregate of the following:

(i) the applicable Purchase Option Price;

(ii) if the Purchase Option Date falls on or before the third anniversary of the Delivery Date, an early purchase fee equal to zero point five per cent. (0.5%) of the applicable Outstanding Principal;

(iii) if the Purchase Option Date does not fall on a Payment Date, any Broken Funding Costs;

(iv) any other amount then due and payable but unpaid by the Charterers tothe Owners under the Operative Documents

The Owner may, in its absolute discretion, elect not to proceed with a sale of the Vessel pursuant to the Charterers' exercise of their purchase option pursuant to this Clause 55.1, notwithstanding the valid exercise by the Charterers pursuant to this Clause 55.1, if a Termination Event has occurred on or prior to the Purchase Option Date and is continuing on the Purchase Option Date.

55.2 Owners' Default Purchase Options and Total Loss

If, during the Charter Period:

(a) an Early Termination Event occurs;

(b) a Total Loss Payment Date occurs; or

(c) an Owners' Default occurs,

(i) in the case of (b), the Charterers shall pay the Owners on the Total Loss Payment Date; or

(ii) provided that no Termination Event has occurred, the Charterer shall have the rights to purchase the Vessel on the termination date or cancellation date of this Charter in the case of (a), or at any time during the Charter Period in the case of (c) (each such date, being an "**Owners' Default Purchase Option Date**"), in each case, subject to payment of,

the aggregate of the following:

(A) any due but unpaid Rents under this Charter up to (and including) the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date, together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*);

(B) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*); and

(C) the Purchase Option Price.

For the avoidance of doubt, provided that all amounts that fall due on the relevant Owners' Default Purchase Option Date or the Total Loss Payment Date have been paid in full, no further Rent is due and payable if the Owners' Default Termination Date or the Total Loss Payment Date is on a Payment Date.

55.3 Obligation to Purchase

On the Expiry Date, the Charterers shall purchase the Vessel and shall pay the Ownersthe aggregate of the following:

(a) the Purchase Obligation Price; and

(b) any other amount then due and payable but unpaid by the Charterers to the Owners under the Operative Documents.

56. PURCHASE OF VESSEL BY CHARTERERS

(a) Simultaneous to the Owners receipt of the sums set out in Clause 55.1 (*Purchase Options*), Clause 55.2 (*Owners' Default Purchase Option*) or Clause 55.3 (*Obligation to Purchase*), as the case may be, the Owners shall, as part of an agreed closing procedure:

(i) procure the release of the Mortgage and any other Liens created by the Owners over the Vessel;

(ii) transfer title to the Vessel to the Charterers or their nominee pursuant to Clause 58 (*Transfer of Title*); and

(iii) the chartering of the Vessel under this Charter shall immediately cease upon the Charterers paying such sums to the Owners.

(b) The Vessel shall be sold or transferred by the Owners to the Charterers on the following terms:

(i) the sale will be on an "as is, where is" basis, subject to any sub-charter or other agreement relating thereto which may be in force on the date ofsale and subject to any Lien on the Vessel (other than the Mortgage or any other Liens created by the Owners);

(ii) the Owners shall pass to the Charterers such title to the Vessel as the Owners acquired pursuant to the Memorandum of Agreement;

(iii) the sale shall exclude all liability of the Owners, to the same extent as such liability is excluded by Clause 36.2 (*Limitation on Owners' liability*);

(iv) if the Vessel is, at the date of sale, subject to any requisition for hire, the sale will be subject to such requisition; and

(v) all costs, expenses, Taxes and any payment of a similar nature arising in connection with the sale of the Vessel by the Owners shall be for the account of the Charterers.

57. RIGHTS FOLLOWING A TERMINATION

57.1 Rights on Termination Event

If a Termination Event occurs and is continuing, the Owners may, by written notice to the Charterers:

(a) effect compliance on the Charterers' behalf of the terms of this Charter, and if the Owners incur any expense in effecting such compliance, the Owners shall be entitled (without prejudice to Clause 57.2 (*Payments on a Termination Event*)) to recover such expense from the Charterers together with interest on itat the Default Rate from the date on which such expenditure is incurred by the Owners until the date of reimbursement by the Charterers (both before and afterjudgment); and/or

(b) proceed by appropriate court action or actions to enforce performance of this Charter, or to recover damages for the breach of this Charter; and/or

(c) accept the repudiation of this Charter by the Charterers, and terminate the chartering of the Vessel under this Charter with immediate effect or on the date specified in such notice of termination (but without prejudice to the continuing obligations of the Charterers under this Charter and the other Operative Documents) and withdraw the Vessel from the service of the Charterer without noting any protest and without interference by any Court or any other formality whatsoever, whereupon the Vessel shall no longer be in the possession of the Charterers with the consent of the Owners and the Charterers shall redeliver theVessel to the Owners in accordance with Clause 53 (*Redelivery*), save that no such redelivery shall be required where the Charterers have paid to the Owners all such sums then payable by the Charterers to the Owners under Clause 57.2 (*Payments on a Termination Event*), whereupon all rights of the Charterers under this Charter will cease; and/or

(d) inspect the Vessel and/or, subject to applicable law, take possession of the Vessel, for which purposes the Owners may enter any premises belonging to orin the occupation or control of the Charterers where the Vessel may be located;and/or

(e) to sell the Vessel (but without prejudice to the Charterers' obligations to pay theamounts required to be paid pursuant to Clause 57.2 (*Payments on a Termination Event*)) in any manner and for any price as the Owners think fit if the Charterers fail to pay the Termination Sum pursuant to Clause 57.2 (*Payment on a Termination Event*) within three (3) Business Days from the Termination Sum Payment Date or if the Termination Sum Payment Date has not yet occurred, within three (3) Business Days of the Owners notifying the Charterers that they intend to sell the Vessel. If the Sale Proceeds exceeds the Termination Sum, the Owners shall pay to the Charterers such surplus. In this paragraph, "**Sale Proceeds**" means the proceeds of sale (including the purchaseprice of the Vessel plus the costs of bunkers and lube oils) less all costs and expenses incurred by the Owners in connection with the sale, including broker's commission, legal costs, stamp duties, de-registration fees, in each case to the extent that is not covered by the Termination Sum.

57.2 Payments on a Termination Event

Upon termination of the leasing of the Vessel pursuant to paragraph (c) of Clause 57.1 (*Rights on Termination Event*) (the "**Termination Sum Payment Date**"), the Charterers shall immediately pay to the Owners by way of agreed compensation for loss of a bargain and as a genuine pre-estimate of damages and not as a penalty the aggregate of the following:-

(a) any due but unpaid Rents under this Charter up to (and including) the relevant Termination Sum Payment Date together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date for payment thereof up to the date of actual payment;

(b) the amount of the Outstanding Principal at the Termination Sum Payment Date;

(c) any Broken Funding Costs, provided that Broken Funding Costs shall not be payable if the Termination Sum Payment Date is paid on a Payment Date;

(d) any other amount then due and payable but unpaid by the Charterers or the Seller to the Owners under the Operative Documents together with interest accrued thereon pursuant to Clause 37.5 (*Default Interest*) from the due date forpayment thereof up to the date of actual payment; and

(e) all liabilities, costs and expenses so incurred in selling, remarketing, chartering, sub-chartering, transfer of title, exportation, recovering possession of, and in repositioning, berthing, insuring and maintaining the Vessel for carrying out any works or modifications required to cause the Vessel to conform with the provisions of Clauses 53 (*Redelivery*) or dry-docking of the Vessel or repairs necessitated thereby pursuant to the sale and purchase agreement incurred by reason of the failure of the Charterers to perform any such action and any taxes (including, but not limited to, gross receipts, sales, consumption, rental, use, turn-over, value-added, property (tangible and intangible, including, without limitation, any property tax imposed on the Vessel), excise and franchise taxes) that arise out of or in connection hereto,

less any compensation received by the Owners pursuant to Clause 52.3 (*Requisition for Hire*) (if any) (the "**Termination Sum**").

57.3 Owners' obligations upon receipt of payment

Simultaneous to receipt by the Owners of the applicable sums set out in Clause 57.2 (*Payments on a Termination Event*) above, the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Mortgage and any other Liens created by the Ownersover the Vessel; and

(b) if the Vessel has not been sold pursuant to Clause 57.1(e) (*Right on Termination*), transfer title to the Vessel to the Charterers or its nominee pursuant to Clause 58 (*Transfer of Title*).

58. TRANSFER OF TITLE

Simultaneous to receipt to receipt by the Owners of the sums referred to in Clause 55 (*Purchase Options and Purchase Obligation*) or Clause 57.2 (*Payments on a Termination Event*) (as applicable), the Owners shall, as part of an agreed closing procedure:

(a) procure the release of the Liens created pursuant to the Operative Documents and the release of the Liens over the same or in respect of the Security Assets created by the Owners in favour of the Security Agent;

(b) transfer all its right, title and interest in the Vessel to the Charterers or their nominee including but not limited to signing any document and taking such other actions as are necessary to facilitate the transfer of Vessel to the name of the Charterers or their nominee under such flag as the Charterers may designate;and

(c) at the Charterers' expense, execute in favour of, and deliver to, the Charterers a bill of sale in respect of the Vessel conveying the same title as was transferred to the Owners pursuant to the Memorandum of Agreement.

59. FAIR MARKET VALUE

(a) The Charterers hereby undertake with the Owners that they will (i) prior to the Delivery Date (for the purposes of determining the amount of the Purchase Price) cause the Vessel to be valued in Dollars by three Approved Valuers, two nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of these three valuations and the arithmetic average of the three valuations shall constitute the Fair Market Value of the Vessel; and (ii) once every 12 calendar months on the date on which the Compliance Certificate is delivered pursuant to Clause 41.1(l)(iii) and (iii) if any Termination Event occurs and is continuing, in each case cause the Vessel to be valued in Dollars by two Approved Valuers, one nominated by the Owners and one nominated by Charterers, with the Fair Market Value being the average of the two valuations to constitute the Fair Market Value of the Vessel.

(b) It is agreed that the valuations reports to be used in determining the Fair Market Value pursuant to this Clause should be dated (i) no more than thirty (30) days prior to the Delivery Date in the case of the valuations required under paragraph (a)(i) of this Clause 55 and (ii) no more than thirty (30) days prior to the date on which the Fair Market Value is determined pursuant to the terms of this Clause 55 in the case of the valuations required under paragraphs (a)(ii) and (a)(iii) of this Clause 55.

(c) Any valuations obtained under Clause 59(a) shall be made with or without physical inspection (as the Owners may require), on the basis of a sale for prompt delivery for cash on arms-length and commercial terms as between a willing buyer and willing seller and without taking into account the benefit of any charterparty or other engagement concerning the Vessel. The Charterers shall cause each relevant firm of shipbrokers to deliver to the Owners its aforesaid valuation in writing addressed to the Owners. All costs arising in connection with the obtaining of any such valuations (including, but without limitation, the fees of the relevant firm of shipbrokers appointed to give such valuation) shall be borne by the Charterers. The Charterers undertake to the Owners to supply to any such shipbrokers such information concerning the Vessel and its condition as such shipbrokers may reasonably require for the purpose of making any such valuations.

(d) The Fair Market Value of the Vessel determined in accordance with the provisions of this Clause 0 shall be binding on the parties hereto until such time as any further valuations shall be obtained.

(e) If the Charterers fail to deliver any valuation in accordance with the requirements under this Clause 59, the Owners may arrange each such valuation at the Charterers' cost.

60. MISCELLANEOUS

60.1 Further Assurances

Each of the Owners (at no cost to it) and the Charterers shall promptly take such stepsas the Owners and the Charterers may deem necessary or appropriate to:

(a) establish, maintain and protect the rights and remedies of the Owners, the Charterers under this Charter and the other Operative Documents; and

(b) carry out and effect the intent and purpose of the Operative Documents,

provided that this Clause 60 is not intended to impose upon the Owners or the Charterers any additional liabilities (other than costs of compliance with the requirements of this Charter) not contemplated in this Charter.

61. ASSIGNMENT

61.1 Assignment by Charterers

The Charterers may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents without the prior written consent of the Owners. The Owners prior written consent shall not be unreasonably withheld if thetransferee is a Subsidiary of the Charter Guarantor and so long as on or prior to such assignment or transfer replacement security documents on equivalent terms to the Security Documents are issued in favour of the Owners together with such legal opinions as the Owners may reasonably require. The costs and expenses (including anylegal fees) incurred by the Owners in respect to such an assignment or transfer shall befor the Charterers' account.

61.2 Assignment by the Owners

(a) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a bank or financial institution without the prior written consent of the Charterers which consent shall not unreasonably be withheld.

(b) Except as provided in (c) and (d) below, the Owners may not assign or transfer any of its rights or obligations under this Charter or any of the other Operative Documents to a trust, fund or other entity or person which is not a bank or financial institution without the prior written consent of the Charterers.

(c) Subject to Clause 61.3 (*Further conditions to assignment by the Owners*), the Owners may assign all of its rights under, and the benefit of, this Charter and the other Operative Documents without consent of the Charterers to a bank or financial institution where such assignment is required in connection with the Owners' financing or refinancing of the purchase of the Vessel.

(d) The Owners shall be at liberty to transfer (by way of assignment or novation) its rights, benefits or obligations under this Charter and any of the other Operative Documents to any affiliate or Subsidiary of ICBC Financial LeasingCo., Ltd. provided that:

(i) ownership of the Vessel shall be transferred to such company at the same time;

(ii) no costs, charges or expenses including stamp duties payable in respect of any transfer or assignment shall be for the Charterers' account;

(iii) the Charterers and the Charter Guarantor shall not be liable to make any payments or incur obligations (including, without limitation, with regards to Taxes or any withholding) under this Charter or any of the other Operative Documents greater than the payments or obligations which the Charterers or the Charter Guarantor would have been liable to make or incur under this Charter or the other Operative Documents in the absence of such transfer or assignment;

(iv) if the Owners are then a party to any quiet enjoyment agreement or quiet enjoyment letter pursuant to Clause 36.1(b) (*Quiet enjoyment*), such affiliate or Subsidiary issues a replacement agreement or letter onequivalent terms;

(v) any financing arranged for the Vessel by such affiliate or Subsidiary complies with the terms of Clause 61.3 (*Further conditions to assignment by the Owners*).

(e) For the avoidance of doubt, save as provided in paragraph (d) above, during the Charter Period, the Owners may not sell or transfer title to the Vessel without the prior written consent of the Charterers.

(f) Unless the Charterers agree otherwise, the conditions set out in paragraph (d) shall always apply to any assignments or transfers referred to in paragraph (a) and (b) above.

61.3 Further conditions to assignment by the Owners

(a) Each of the Owners and the Charterers acknowledge that (i) the Security Documents may be on-assigned (ii) the Owners may assign its interest in the Vessel's insurances and this Charter; and (iii) the Vessel may be mortgaged, in each case, at the Owners' expense and as security for the Owners' obligations under any financing for the Vessel and, provided such financing will not violate any applicable laws or regulations, the Charterers hereby consent to each such mortgage and assignment subject to paragraph (b) below. Further, subject to paragraph (b) and (c) below, the Charterers agree and undertake to, and procure that each of the other Relevant Parties shall, cooperate with the Owners to give effect to securities contemplated in the above documents and to execute any document as may be reasonably required by the Owners in connection therewith at the Charterers' costs.

(b) The agreement of the Charterers specified in paragraph (a) above is subject to the condition that on or prior to the Owners creating any security in respect of the Vessel, this Charter, the Earnings, any Sub-Charter, the Insurances, any Requisition Compensation or the Parent Guarantee, the Owners shall procure that the mortgagee will issue in favour of the Charterers and any Sub-Charterer a quiet enjoyment letter in form and substance reasonably acceptable to the Charterers and Sub-Charterer pursuant to Clause 36.1 (*Quiet enjoyment*) at each party's own costs.

(c) In the event of an Owners' financing or refinancing:

(i) the amount payable by the Owners to the Vessel's financiers under the Facility Agreement will not be more than the amount payable by the Charterers to the Owners under this Charter; and

(ii) unless agreed between the parties or as otherwise provided in this Charter, the Charterers will not be required to provide security which they have not been required to do under this Charter.

(d) However, if the Owners are required to provide a guarantee (whether by way of a remarketing agreement or otherwise) for its obligations under the Facility Agreement in form acceptable to the Security Agent, then the undertaking under clause 57.3(c)(i) and 57.3(c)(ii) of this Clause shall not be applicable.

62. DISCLOSURE OF INFORMATION

At any time after the date of this Charter and during the Charter Period, each of the Owners and the Charterers shall keep confidential and shall not, without the prior written consent of the other, disclose to any person:

(a) the financial details of, or the transactions contemplated by, the Operative Documents; or

(b) any information provided pursuant to any of the Operative Documents,

provided that the Parties may disclose any such information without consent:

(i) to any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;

(ii) to any person to whom, and to the extent that, information is required tobe disclosed by any applicable law or regulation;

(iii) to any Governmental Agency;

(iv) to the Finance Parties or any other party to any of the Operative Documents;

(v) to the board of directors or shareholders of any member of the Group, the affiliates, the employees (on a need to know basis only), the auditors, legal or insurance advisors, underwriters or brokers of the Owners, the Charterers or of any of the persons listed in paragraph (iv) above who shall be instructed to maintain the confidentiality of any information supplied to them;

(vi) in the case of the Charterers, to any Manager, classification society and Approved Flag State or sub-charterer;

(vii) in any manner contemplated by any of the Operative Documents; or

(viii) any investor or potential investor of a Relevant Party or the Owners but only to the extent that they issue in advance a non-disclosure agreement.

63. NOTICES

63.1 Communications in writing

Any communication to be made under or in connection with this Charter shall be madein writing and, unless otherwise stated, may be made by fax, letter or (under Clause 63.4 (*Electronic communication*) email.

63.2 Addresses

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communicationor document to be made or delivered under or in connection with this Charter are thoseidentified with its name at the end of this Charter, or any substitute address, fax number,email address or department or officer as the relevant Party may notify to the other Party by not less than 5 Business Days' notice.

63.3 Delivery

Any communication or document made or delivered by one Party to the other Party under or in connection with this Charter will only be effective:

(a) if by way of fax, when received in legible form;

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

(c) if by way of email, if it complies with the rules under Clause 63.4 (*Electronic communication*),

and, if a particular department or officer is specified as part of its address details provided under Clause 63.2 (*Addresses*), if addressed to that department or officer.

63.4 Electronic communication

(a) Any communication to be made between the Parties under or in connection withthis Charter may be made by electronic mail or other electronic means, if the Parties:

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
(ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
(iii) notify each other of any change to their address or any other such information supplied by them.

(b) Any electronic communication made by one Party to another Party will be effective when it is sent by the sender Party unless the sender Party receives a message indicating failed delivery.

(c) A Party shall notify the other Party promptly upon becoming aware that its electronic mail system or other electronic means of communication cannot be used due to technical failure (and that failure is or is likely to be continuing for more than 24 hours). Until that Party has notified the other Party that the failure has been remedied, all notices between the Parties shall be sent by fax or letter in accordance with this Clause 63.

63.5 English language

(a) Any notice given under or in connection with this Charter must be in English. (b) All other documents provided under or in connection with this Charter must be:

(i) in English; or

(ii) if not in English, and if so required by the Owners accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

64. PARTIAL INVALIDITY

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

65. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Owners, any rightor remedy under this Charter shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise ofany other right or remedy. The rights and remedies provided in this Charter are cumulative and not exclusive of any rights or remedies provided by law.

66. AMENDMENTS AND WAIVERS

Any term of this Charter may be amended or waived only with the consent of the Owners and the Charterers.

67. COUNTERPARTS

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

68. TIME OF THE ESSENCE

Subject to any express period of grace set out in this Charter, time shall be of the essenceas regards the performance by the parties of their respective obligations under this Charter.

69. SET OFF

The Owners may set off any matured obligation due from the Charterers under this Charter and any other Operative Documents (to the extent beneficially owned by the Owners) against any matured obligation owed by the Owners to the Charterers, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Owners may convert either obligation ata market rate of exchange in its usual course of business for the purpose of the set-off.

70. GOVERNING LAW

This Charter, and all non-contractual obligations arising from or in connection with this Charter, are governed by English law.

71. SURVIVAL OF TERMS

(a) The indemnities under Clause 40 (*Indemnities*) and Clause 41 (*Taxes*) in favour of the Indemnitees and the Tax Indemnitees respectively shall continue in full force and effect notwithstanding any repudiation or termination of the Charter Period or any termination of this Charter or any other Operative Documents until the date which is one (1) year after the date of payment of the Purchase Option Price, the Owners' Default Purchase Option Price the Termination Sumor the Purchase Obligation Price.

(b) Subject to paragraph (a) of this Clause, the Charterers' and the Owners' rights and obligations under this Clause 71 and under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38(*Costs and Expenses*), 54 (*Termination Events*), 57(*Purchase Options and Purchase Obligation*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) of this Charter and the rights of each Indemnitee and Tax Indemnitee under Clauses 34 (*Delivery of Vessel*), 36 (*Extent of Owners' Liability*), 37 (*Rent, Payments and Calculations*), 38 (*Costs and Expenses*), 54 (*Termination Events*), 56 (*Purchase of Vessel by Charterers*), 57 (*Rights Following a Termination*) and 58 (*Transfer of Title*) ofthis Charter shall survive any termination of the Charter Period or any termination of this Charter or any other Operative Document.

72. ENFORCEMENT

72.1 Jurisdiction

(a) Any dispute arising out of or in connection with this Charter shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

(b) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

(c) The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of $100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(e) Notwithstanding this Clause 72.1, it is agreed that in the event of any dispute or difference of opinion of a technical nature arising in regard to the technical operation and maintenance of the Vessel, her machinery and equipment, such dispute may, by mutual agreement at that time, be referred to the Classification Society of the Vessel. In this case the opinion of the Classification Society shall be final and binding on the Parties hereto and, for the avoidance of doubt, no Party shall be entitled to refer any such dispute or difference so decided by the Classification Society to arbitration pursuant to Clause 72.1(a).

IN WITNESS WHEREOF the Parties have entered into this Charter on the date stated at thebeginning of this Charter.

SCHEDULE 1 - CONDITIONS PRECEDENT AND SUBSEQUENT

PART 1

Conditions Precedent to issuance of the Delivery Notice

1. **Relevant Parties**

(a) A copy of the constitutional documents of each Relevant Party.

(b) A copy of a resolution of the board of directors of each Relevant Party:

(i) approving the terms of, and the transactions contemplated by, the Operative Documents to which it is a party and resolving that it executes, delivers and performs the Operative Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Operative Documents to which it is a party on its behalf;

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by itunder or in connection with the Operative Documents to which it is a party.; and

(iv) in the case of the Charter Guarantor or any other Relevant Party providing third party security, resolving that it is in its best interests to enter into the transactions contemplated by the Operative Documents towhich it is a party, giving reasons.

(c) A specimen of the signature of each person authorised by the resolution referredto in paragraph (b) above.

(d) A copy of the passport and specimen signatures of each person actually executing any of the Operative Documents pursuant to the resolution referred to in 1(c) above.

(e) A certificate of a director or officer of each Relevant Party confirming that guaranteeing or granting of security would not cause any guaranteeing or granting of security or similar limit binding on it to be exceeded.

(f) A certificate of an authorised signatory of each Relevant Party certifying that each copy document relating to it specified in this Part 1 of Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Charter.

2. **Operative Documents**

Duly executed copies of the Memorandum of Agreement, the Initial MOA, this Charter, the Fee Letter and the Parent Guarantee, together with all available ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(b) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

(c) Evidence as the Owners may require in order to satisfy its "know your customer", anti-money laundering and other similar regulatory obligations.

(d) Evidence that any process agent appointed under any Operative Document executed and referred to in paragraph 2 (*Operative Documents*) above has accepted its appointment; and

(e) The Owners are satisfied that the financial covenants set out in clause 47 (Financial Covenants) of this Charter are complied with.

4. **Legal opinions**

(a) An agreed form legal opinion in relation to English law from Norton Rose;

(b) An agreed form legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) An agreed form legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

5. **Manager**

(a) A copy, certified as true copy by a director of the Charterers, of the Technical Management Agreement of the Vessel.

(b) A copy, certified as true copies by a director of the Charterers, of the Document of Compliance of the Manager responsible for the technical management.

PART 2
Pre-position conditions precedent

1. **Officer's certificate**

A certificate signed by a duly authorised representative of each Relevant Party confirming that none of the documents and evidence delivered to the Owners pursuant to Clauses 35.1 (Initial conditions precedent) has been amended, modified or revoked in any way since its delivery to the Owners.

2. **Operative Documents**

Duly executed copy of the Technical Manager's Undertaking and the Charterers Assignment together with all ancillary documents as applicable to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

3. **Other documents and evidence**

(a) Copies, certified as true copies by a director of the Charterers, of all documents which the Owners may reasonably require evidencing that all Authorisations with respect to or in connection with the registration of the Vessel under the laws and flag of Singapore have been taken or obtained.

(b) A copy of any other Authorisation or other document, opinion or assurance which the Owners considers to be necessary or desirable (if it has notified the Charterers accordingly) in connection with the entry into and performance of the transactions contemplated by any Operative Document or for the validity and enforceability of any Operative Document.

(c) Evidence that the fees, costs and expenses then due from the Seller or the Charterers have been paid or will be paid in accordance with the terms of the Fee Letter.

4. **Vessel**

(c) A copy of the transcript of register, dated no later than 1 month before the Pre-position Date, showing that the Vessel is registered in the name of the Initial Seller and registered encumbrances.

(d) Copies of the following issued in the name of the Initial Seller:

(i) the Vessel's current International Ship Security Certificate;
(ii) the Vessel's current International Air Pollution and Prevention Certificate;
(iii) the Vessel's current tonnage certificate;

(iv) the Vessel's classification certificate from the Classification Society,

in each case together with all addenda, amendments or supplements.

(e) Copies of the valuation reports issued by the Approved Valuers evidencing the Fair Market Value.

5. Duly executed copy of the escrow agreement executed between the Seller and the Owners together with all ancillary documents to be delivered pursuant thereto, each duly executed by the relevant parties thereto.

6. **Memorandum of Agreement**

Agreed forms of all delivery documents to be executed by the Seller pursuant to clause 8 of the Memorandum of Agreement.

7. **Insurance**

(a) An agreed form opinion from BankServe Insurance Services Limited or other insurance consultants approved by the Owners on the insurances effected or to be effected on the Vessel pursuant to this Charter.

(b) Documentary evidence that the required insurances for the Vessel have been or will be arranged through acceptable brokers and/or with acceptable underwriters and underwriters

PART 3

Conditions Precedent on Delivery

1. **Vessel requirements**

(a) A certificate of ownership and encumbrance evidencing that the Vessel is registered in the name of the Initial Seller and is free of all registered Encumbrances.

(b) An original Bill of Sale (as defined in the Initial MOA) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Seller (as buyer) under the Initial MOA.

(c) An original Bill of Sale (as defined in the Memorandum of Agreement) as evidence that the Vessel has been, or will on the Delivery Date be, delivered to, and accepted by, the Owners under the Memorandum of Agreement.

(d) Evidence that the Vessel has been delivered, or will be, to, and accepted by, the Charterers under this Charter.

(e) Evidence that the Vessel:

(i) is or will be on the Delivery Date registered in the name of the Owners under the laws and flag of Singapore free of Liens other than the Permitted Liens;

(ii) is classed in accordance with Clause 48.12 (*Maintenance of class; compliance with Authorisations*);

(iii) is insured in accordance with the provisions of Clause 50 (*Insurance*), and all requirements of Clause 50 (*Insurance*) in respect of such insurance have been complied with (draft insurance policies are accepted);

(f) To the extent not covered by the preceding paragraphs, copies, certified by an authorised signatory of the Seller, of all documents delivered by each of the Initial Seller and the Seller pursuant to Addendum 1 of the Initial MOA.

(g) To the extent not covered by the preceding paragraphs, all documents delivered by the Seller to the Owners (as buyer) pursuant to clause 8 of the Memorandum of Agreement.

(h) Evidence showing that the Vessel has been installed with a scrubber; and

(i) Confirmation that the Charterers has no outstanding claims payable for the scrubber costs and installation and that the Charterers would be indemnified against such payment claims from the scrubber maker.

2. **Fees**

Evidence that the documented and reasonably incurred legal fees, costs and expenses incurred by the Owners in connection with the transactions contemplated by this Charter have been paid by the Charterers pursuant to Clause 38 (*Costs and Expenses*).

3. **Legal opinions**

(a) A copy of the legal opinion in relation to English law from Norton Rose Fulbright Hong Kong;

(b) A copy of the legal opinion in relation to Singaporean law from Norton Rose Fulbright (Asia) LLP; and

(c) A copy of the legal opinion in relation to Bermudan law from Conyers Dill & Pearman.

PART 4

Conditions subsequent to delivery

1. **Vessel requirements**

(a) Evidence that the Vessel:

(i) is in possession of a valid ISSC;

(ii) is in possession of a valid Safety Management Certificate;

(iii) is in possession of a valid IAPPC; and

(iv) is in possession of a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001, a certificate issued pursuant to Article 7 of the International Convention on Civil Liability for Oil Pollution Damage 1992 and a certificate issued pursuant to Section 1016(a) of the Oil Pollution Act 1990 and Section 108(a) of the Comprehensive Environmental Response, Compensation, and Liability Act 1980, as amended, in accordance with US Coast Guard Regulations, 33 CFR Part138.

2. **Insurances**

Copies of the letters of undertaking in respect of the Insurances as required by the Operative Documents, together with copies of the relevant policies or cover notes or entry certificates in respect of the Insurances duly endorsed with the interest of the Owners.

3. **Registration of charges**

Evidence that the prescribed particulars of the relevant Security Documents have been or will be delivered to the relevant registry of companies within the statutory time limit.

SCHEDULE 2 - FORM OF ACCEPTANCE CERTIFICATE

To: [●]

Dated: [●]

Charter agreement dated [●] 2022 between [●] and [●] (the "Charter") relating to the

LR1 product tanker "[●]" (the "Vessel")

1. We refer to the Charter. This is the Acceptance Certificate. Terms defined in the Charter shall have the same meaning in this Acceptance Certificate.

2. We confirm that as at [●] hours ([●] time) today, being the Delivery Date:

   (a) the Vessel was duly accepted by us in accordance with, and subject to the provisions of, the Charter. The execution and delivery of this Acceptance Certificate confirms the acceptance of the Vessel by us for all purposes of the Charter;

   (b) we became obliged to pay to you the amounts provided for in the Charter with respect to the Vessel;

   (c) the Vessel is insured in accordance with the Charter;

   (d) the representations and warranties contained in Clause 44.1 (*Charterers representations*) of the Charter are true by reference to the facts and circumstances existing at the date of this Acceptance Certificate;

   (e) there has been affixed to the Vessel the notice required by Clause 49.5 (*Notice of ownership and charter*) of the Charter; and

   (f) no Termination Event has occurred and is continuing.

For and on behalf of

[●]

By:

Name:

Title:

SCHEDULE 3 - COMPLIANCE CERTIFICATE

To: [●]

From: [●]

Dated: [●]

Dear Sirs

Bareboat Charter in respect of m.v. "[●]" dated [●] 2022 (the "Charter")

1. We refer to the Charter. This is a Compliance Certificate. Terms defined in the Charterhave the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.

2. We confirm that:

   (a) The Charter Guarantor's Adjusted Equity Ratio was not less than 25%.

   (b) The Charter Guarantor's Adjusted Equity was not less than $350,000,000.

   (c) The Charter Guarantor's Minimum Liquidity was being equal to or greater than $60,000,000.

Signed: .....

[Officer][Authorised person] of **Hafnia Limited**

SCHEDULE 4 - FORM OF QUIET ENJOYMENT LETTER

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Owners**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Security Agent**")]

[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Charterers**")

[[*Name*]

[*Address*]

Attention: [●]

(hereinafter referred to as the "**Sub-Charterers**")]

Date: _____ 20[●]

Dear Sirs,

m.t. "[Name of Vessel]" – Quiet Enjoyment

WHEREAS:

A. the Owners are the registered owner of the vessel "[Name of Vessel]", registered at [●], with registration number [●] and with IMO [●] (the "**Vessel**");

B. by a bareboat charter party dated [●] (as amended and supplemented from time to time, the "**Charter**") entered into between the Owners and the Charterers, the Owners have agreed to let and the Charterers have agreed to charter the Vessel upon the terms and conditions set out in the Charter;

C. [by a loan agreement dated [●] (the "**Loan Agreement**") made between the Owners as borrower and us as the lender (the "**Finance Parties**") the Finance Parties agree to lend a term/revolving credit facility to the Owners as borrower of up to US$[●] on the terms and conditions set out therein;]

D. [the obligations of the Owners as borrower under the Loan Agreement are secured by, inter alia, a first priority mortgage dated [●] over the Vessel in our favour (the "**Mortgage**");]

E. [by an assignment entered into between the Owners and us as assignee, the Owners assigned to us all its rights, title and interest in and to, inter alia, all Insurances and any Requisition Compensation relating to the Vessel (as defined below) (the "**General Assignment**"); and]

F. by an assignment entered into between the Charterers and the Owners as assignee, the Charterers assigned to the Owners all its rights, title and interest in and to, inter alia, any the Insurances and Requisition Compensation relating to the Vessel.

Words and expressions defined in the Charter shall, unless otherwise expressly provided in this letter or the context otherwise requires, have the same meanings when used in this letter.

NOW THEREFORE:

1. We confirm that we have received a copy of the Charter.

2. In consideration of the sum of USD 1 and for other good and valuable consideration (the receipt and the sufficiency of which we acknowledge), we undertake, provided that no Termination Event has occurred and continuing and the Vessel has not become a Total Loss, to not, without the prior written consent of the Charterers, disturb or interfere with the Charterers' quiet and peaceful use, possession and enjoyment of the Vessel including but not limited to not:

   (a) issuing any arrest, detention or similar proceedings against the Vessel in any jurisdiction; or

   (b) exercising any power of sale or other disposal of the Vessel or of foreclosure to which the Lender may be entitled or make any application for the sale of the Vessel or any share therein in any part of the world whether by public auction or private treaty or otherwise; or

   (c) taking possession of the Vessel; or

   (d) exercising against the Vessel any right or remedy which would otherwise interfere with the quiet use and enjoyment of the Vessel by the Charterer under the Charter, including the Charterers rights under the Charter to purchase the Vessel; or

   (e) taking any step to wind up, liquidate, or place in administration or receivership, the Owners or commencing or continuing any analogous proceedings in any jurisdiction, to the extent it could prevent the Charterer's quiet use and enjoyment of the Vessel (excluding, for the avoidance of doubt, proving in a liquidation commenced by any third party, but only insofar as any such steps, actions or proceedings are continuing and not permanently stayed, and subject to the condition that the Security Agent shall cease any such steps, actions or proceedings upon the relevant third party steps, actions or proceedings being permanently stayed and the Security Agent shall notify the Charterers in writing promptly upon taking or ceasing any such steps, actions or proceedings)

(excluding, for the avoidance of doubt, in respect of any of paragraphs (a), (b), (c) or (d) above, any steps to be taken solely to protect our rights in any arrest proceedings or applications for sale made against the Vessel by any third parties, but only insofar as any such proceedings or applications are continuing and not permanently stayed, and subject to the condition that Security Agent shall cease any such action upon the relevant proceedings or application being permanently stayed (and release any arrest, or caveat against release, upon the relevant third party arrest being released) we shall notify the Charterers in writing promptly upon taking or ceasing any such action) provided always that the Security Agent shall be entitled to exercise any and all rights we have pursuant to paragraphs 3 below or any other provisions of this letter.

3. We shall, if an Event of Default under the Facility Agreement (as defined therein) occurs and is continuing, have the right to replace the Owners as the owner of the Vessel under the Charter, or to arrange a transfer of the ownership of Vessel (together with the benefit of and subject to the Charter) to another company as nominated by us, provided that the sale or transfer satisfies the following conditions (a "**Permitted Transfer**"):

   (a) that the rights of the Charterer under the Charter shall be fully preserved and protected following the Permitted Transfer; and

   (b) that before the Permitted Transfer, if the Owner's rights as "owner" under the Charter are to be assigned or transferred to a third party, such third party (the "**Substitute**") has assumed the rights and obligations of the Owners under the Charter.

4. The Owners undertake not to make any claim against the Vessel and/or the Charterers arising directly from a Permitted Transfer made pursuant to this letter.

5. The Charterers shall use all reasonable endeavours to co-operate with the Lender in order to effect a Permitted Transfer at the expense of the Owners/Lender.

6. In respect of payments of insurance proceeds received by us in accordance with the terms of the loss payable clause (other than in the case of a total loss of the Vessel), we agree that, as and when requested by the Charterers, we shall pay such proceeds to the Charterers upon our being satisfied (acting reasonably) that all loss and damage resulting from the casualty has been or will be properly made good and repaired and that all repair accounts and other liabilities whatsoever in connection with the casualty have been or will be fully paid and discharged by the Charterer (except for insurance proceeds below the major casualty threshold of US$1,500,000 where payment shall be made by the insurance underwriters directly to the Charterer).

7. The Lender confirms that it is the sole lender under the Loan Agreement and that it is duly authorised to issue this letter.

8. If the mortgagee under the Mortgage assigns or transfers the whole or any part of its rights, benefits or obligations under such Mortgage, the new mortgagee shall accede to the terms of this letter or execute a new letter of quiet enjoyment in favour of the Charterers in the same form as this letter (other than logical amendments).

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law and the parties hereto agree that the courts of England are the most appropriate and convenient courts to settle any dispute arising herefrom.

The parties appoint the following parties to receive service of process on their behalf in England:

Lender:

Owners:

Charterers:

The Lender's and the Charterers' exercise of its rights, remedies, undertakings and obligations contained in this letter shall be cumulative and none of them shall be a limitation of any other remedy, right undertaking or obligation in the case of the Lender, under the Finance Documents (as defined in the Loan Agreement) or, in the case of the Charterer, under the Charter.

Please acknowledge your receipt of and your agreement to the terms of this letter by signing the attached copy where indicated and returning it to us.

Each of the parties signing this letter intends that the agreement constituted by this letter shall take effect as a deed notwithstanding the fact that a party may only sign this letter under hand.

Yours faithfully

_____

For and on behalf of [●]
(as [Owners / Finance Parties])

SCHEDULE 5 - LISTS OF ASSOCIATED OWNERS, ASSOCIATED INITIAL SELLERS, ASSOCIATED INITIAL MEMORANDUM OF AGREEMENT, ASSOCIATED MEMORANDUM OF AGREEMENT AND ASSOCIATED VESSELS

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2209T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 1**")	STI Excelsior Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 1**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 1 and the Seller in respect of Associated Vessel 1 ("**Associated Initial MOA 1**")	The memorandum of agreement between the Seller and Associated Owner 1 in respect of Associated Vessel 1 (the "**Associated MOA 1**").	The LR1 product tanker named "STI Excelsior" currently registered in the name of Associated Initial Seller 1 with IMO Number 9735581 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 1 to the Seller under Associated Initial MOA 1 and from the Seller to Associated Owner 1 under Associated MOA 1 will be re-named Hafnia Excelsior and registered in the name of Associated Owner 1 under the laws and flag of Singapore with IMO Number 9735581 ("**Associated Vessel 1**")
Hai Kuo Shipping 2211T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 2"**)	STI Expedite Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 2**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 2 and the Seller in respect of Associated Vessel 2 ("**Associated Initial MOA 2**")	The memorandum of agreement between the Seller and Associated Owner 2 in respect of Associated Vessel 2 (the "**Associated MOA 2**").	The LR1 product tanker named "STI Expedite" currently registered in the name of Associated Initial Seller 2 with IMO Number 9735593 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 2 to the Seller under Associated Initial MOA 2 and from the Seller to Associated Owner 2 under Associated MOA 2 will be re-named Hafnia Expedite and registered in the name of Associated Owner 2 under the laws and flag of Singapore with IMO Number 9735593 ("**Associated Vessel 2**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2206T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 3"**)	STI Exceed Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 3**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 3 and the Seller in respect of Associated Vessel 3 ("**Associated Initial MOA 3**")	The memorandum of agreement between the Seller and Associated Owner 3 in respect of Associated Vessel 3 (the "**Associated MOA 3**").	the LR1 product tanker named "STI Exceed" currently registered in the name of Associated Initial Seller 3 with IMO Number 9735608 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 3 to the Seller under Associated Initial MOA 3 and from the Seller to Associated Owner 3 under Associated MOA 3 will be re-named Hafnia Exceed and registered in the name of Associated Owner 3 under the laws and flag of Singapore with IMO Number 9735608 ("**Associated Vessel 3**").

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2212T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 4"**)	STI Experience Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 4**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 4 and the Seller in respect of Associated Vessel 4 ("**Associated Initial MOA 4**")	The memorandum of agreement between the Seller and Associated Owner 4 in respect of Associated Vessel 4 (the "**Associated MOA 4**").	The LR1 product tanker named "STI Experience" currently registered in the name of Associated Initial Seller 4 with IMO Number 9735610 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 4 to the Seller under Associated Initial MOA 4 and from the Seller to Associated Owner 4 under Associated MOA 4 will be re-named Hafnia Experience and registered in the name of Associated Owner 4 under the laws and flag of Singapore with IMO Number 9735610 ("**Associated Vessel 4**").
Hai Kuo Shipping 2210T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 5"**)	STI Executive Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 5**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 5 and the Seller in respect of Associated Vessel 5 ("**Associated Initial MOA 5**")	The memorandum of agreement between the Seller and Associated Owner 5 in respect of Associated Vessel 5 (the "**Associated MOA 5**").	The LR1 product tanker named "STI Executive" currently registered in the name of Associated Initial Seller 5 with IMO Number 9735622 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 5 to the Seller under Associated Initial MOA 5 and from the Seller to Associated Owner 5 under Associated MOA 5 will be re-named Hafnia Executive and registered in the name of Associated Owner 5 under the laws and flag of Singapore with IMO Number 9735622 ("**Associated Vessel 5**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2208T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 6"**)	STI Excellence Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 6**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 6 and the Seller in respect of Associated Vessel 6 ("**Associated Initial MOA 6**")	The memorandum of agreement between the Seller and Associated Owner 6 in respect of Associated Vessel 6 (the "**Associated MOA 6**").	The LR1 product tanker named "STI Excellence" currently registered in the name of Associated Initial Seller 6 with IMO Number 9735646 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 6 to the Seller under Associated Initial MOA 6 and from the Seller to Associated Owner 6 under Associated MOA 6 will be re-named Hafnia Excellence and registered in the name of Associated Owner 6 under the laws and flag of Singapore with IMO Number 9735646 ("**Associated Vessel 6**").
Hai Kuo Shipping 2213T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 7"**)	STI Express Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 7**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 7 and the Seller in respect of Associated Vessel 7 ("**Associated Initial MOA 7**")	The memorandum of agreement between the Seller and Associated Owner 7 in respect of Associated Vessel 7 (the "**Associated MOA 7**").	The LR1 product tanker named "STI Express" currently registered in the name of Associated Initial Seller 7 with IMO Number 9735634 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 7 to the Seller under Associated Initial MOA 7 and from the Seller to Associated Owner 7 under Associated MOA 7 will be re-named Hafnia Express and registered in the name of Associated Owner 7 under the laws and flag of Singapore with IMO Number 9735634 ("**Associated Vessel 7**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2216T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 8"**)	STI Pride Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 8**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 8 and the Seller in respect of Associated Vessel 8 ("**Associated Initial MOA 8**")	The memorandum of agreement between the Seller and Associated Owner 8 in respect of Associated Vessel 8 (the "**Associated MOA 8**").	The LR1 product tanker named "STI Pride" currently registered in the name of Associated Initial Seller 8 with IMO Number 9737747 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 8 to the Seller under Associated Initial MOA 8 and from the Seller to Associated Owner 8 under Associated MOA 8 will be re-named Hafnia Pride and registered in the name of Associated Owner 8 under the laws and flag of Singapore with IMO Number 9737747 ("**Associated Vessel 8**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2207T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 9**")	STI Excel Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 9**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 9 and the Seller in respect of Associated Vessel 9 ("**Associated Initial MOA 9**")	The memorandum of agreement between the Seller and Associated Owner 9 in respect of Associated Vessel 9 (the "**Associated MOA 9**").	The LR1 product tanker named "STI Excel" currently registered in the name of Associated Initial Seller 9 with IMO Number 9735579 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 9 to the Seller under Associated Initial MOA 9 and from the Seller to Associated Owner 9 under Associated MOA 9 will be re-named Hafnia Excel and registered in the name of Associated Owner 9 under the laws and flag of Singapore with IMO Number 9735579 ("**Associated Vessel 9**")
Hai Kuo Shipping 2214T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 10"**)	STI Precision Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 10**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 10 and the Seller in respect of Associated Vessel 10 ("**Associated Initial MOA 10**")	The memorandum of agreement between the Seller and Associated Owner 10 in respect of Associated Vessel 10 (the "**Associated MOA 10**").	The LR1 product tanker named "STI Precision" currently registered in the name of Associated Initial Seller 10 with IMO Number 9760213 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 10 to the Seller under Associated Initial MOA 10 and from the Seller to Associated Owner 10 under Associated MOA 10 will be re-named Hafnia Precision and registered in the name of Associated Owner 10 under the laws and flag of Singapore with IMO Number 9760213 ("**Associated Vessel 10**")

Associated Owners	Associated Initial Sellers	Associated Initial Memorandum of Agreement	Associated Memorandum of Agreement	Associated Vessels
Hai Kuo Shipping 2215T Pte. Limited, a company incorporated under the laws of Singapore with registered office at 80 Robinson Road, #02-00, Singapore (068898) ("**Associated Owner 11"**)	STI Prestige Shipping Co., Ltd., a corporation incorporated under the laws of Marshall Islands with registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Republic of the Marshall Islands MH96960 ("**Associated Initial Seller 11**")	The memorandum of agreement dated 28 January 2022 between Associated Initial Seller 11 and the Seller in respect of Associated Vessel 11 ("**Associated Initial MOA 11**")	The memorandum of agreement between the Seller and Associated Owner 11 in respect of Associated Vessel 11 (the "**Associated MOA 11**").	The LR1 product tanker named "STI Prestige" currently registered in the name of Associated Initial Seller 11 with IMO Number 9760225 under the laws and flag of Marshall Islands and which upon her simultaneous delivery from Associated Initial Seller 11 to the Seller under Associated Initial MOA 11 and from the Seller to Associated Owner 11 under Associated MOA 11 will be re-named Hafnia Prestige and registered in the name of Associated Owner 11 under the laws and flag of Singapore with IMO Number 9760225 ("**Associated Vessel 11**")

SCHEDULE 6 - CAPITAL ELEMENT AND OUTSTANDING PRINCIPAL
(to be finalised on the Delivery Date)

No.	Date	Capital Element (USD)	Outstanding Principal (USD)
0	Delivery Date	616,250.00	34,033,750.00
1	15-Jun-22	616,250.00	33,417,500.00
2	15-Sep-22	616,250.00	32,801,250.00
3	15-Dec-22	616,250.00	32,185,000.00
4	15-Mar-23	616,250.00	31,568,750.00
5	15-Jun-23	616,250.00	30,952,500.00
6	15-Sep-23	616,250.00	30,336,250.00
7	15-Dec-23	616,250.00	29,720,000.00
8	15-Mar-24	616,250.00	29,103,750.00
9	15-Jun-24	616,250.00	28,487,500.00
10	15-Sep-24	616,250.00	27,871,250.00
11	15-Dec-24	616,250.00	27,255,000.00
12	15-Mar-25	616,250.00	26,638,750.00
13	15-Jun-25	616,250.00	26,022,500.00
14	15-Sep-25	616,250.00	25,406,250.00
15	15-Dec-25	616,250.00	24,790,000.00
16	15-Mar-26	616,250.00	24,173,750.00
17	15-Jun-26	616,250.00	23,557,500.00
18	15-Sep-26	616,250.00	22,941,250.00
19	15-Dec-26	616,250.00	22,325,000.00
20	15-Mar-27	616,250.00	21,708,750.00
21	15-Jun-27	616,250.00	21,092,500.00
22	15-Sep-27	616,250.00	20,476,250.00
23	15-Dec-27	616,250.00	19,860,000.00
24	15-Mar-28	616,250.00	19,243,750.00
25	15-Jun-28	616,250.00	18,627,500.00
26	15-Sep-28	616,250.00	18,011,250.00
27	15-Dec-28	616,250.00	17,395,000.00
28	15-Mar-29	616,250.00	16,778,750.00
29	15-Jun-29	616,250.00	16,162,500.00
30	15-Sep-29	616,250.00	15,546,250.00
31	15-Dec-29	616,250.00	14,930,000.00
32	15-Mar-30	616,250.00	14,313,750.00
33	15-Jun-30	616,250.00	13,697,500.00
34	15-Sep-30	616,250.00	13,081,250.00
35	15-Dec-30	616,250.00	12,465,000.00
36	15-Mar-31	616,250.00	11,848,750.00
37	15-Jun-31	616,250.00	11,232,500.00
38	15-Sep-31	616,250.00	10,616,250.00
39	15-Dec-31	616,250.00	10,000,000.00
40	[9-Mar-32]	-	10,000,000.00

SCHEDULE 7 - PURCHASE OPTION PRICE
(to be finalised on the Delivery Date)

No.	Purchase Option Exercise Date	Purchase Option Price without premium (USD)
0	[9-Mar-22]	
1	15-Apr-22	34,033,750
2	15-May-22	34,033,750
3	15-Jun-22	33,417,500
4	15-Jul-22	33,417,500
5	15-Aug-22	33,417,500
6	15-Sep-22	32,801,250
7	15-Oct-22	32,801,250
8	15-Nov-22	32,801,250
9	15-Dec-22	32,185,000
10	15-Jan-23	32,185,000
11	15-Feb-23	32,185,000
12	15-Mar-23	31,568,750
13	15-Apr-23	31,568,750
14	15-May-23	31,568,750
15	15-Jun-23	30,952,500
16	15-Jul-23	30,952,500
17	15-Aug-23	30,952,500
18	15-Sep-23	30,336,250
19	15-Oct-23	30,336,250
20	15-Nov-23	30,336,250
21	15-Dec-23	29,720,000
22	15-Jan-24	29,720,000
23	15-Feb-24	29,720,000
24	15-Mar-24	29,103,750
25	15-Apr-24	29,103,750
26	15-May-24	29,103,750
27	15-Jun-24	28,487,500
28	15-Jul-24	28,487,500
29	15-Aug-24	28,487,500
30	15-Sep-24	27,871,250
31	15-Oct-24	27,871,250
32	15-Nov-24	27,871,250
33	15-Dec-24	27,255,000
34	15-Jan-25	27,255,000
35	15-Feb-25	27,255,000
36	15-Mar-25	26,638,750
37	15-Apr-25	26,638,750
38	15-May-25	26,638,750
39	15-Jun-25	26,022,500

40	15-Jul-25	26,022,500
41	15-Aug-25	26,022,500
42	15-Sep-25	25,406,250
43	15-Oct-25	25,406,250
44	15-Nov-25	25,406,250
45	15-Dec-25	24,790,000
46	15-Jan-26	24,790,000
47	15-Feb-26	24,790,000
48	15-Mar-26	24,173,750
49	15-Apr-26	24,173,750
50	15-May-26	24,173,750
51	15-Jun-26	23,557,500
52	15-Jul-26	23,557,500
53	15-Aug-26	23,557,500
54	15-Sep-26	22,941,250
55	15-Oct-26	22,941,250
56	15-Nov-26	22,941,250
57	15-Dec-26	22,325,000
58	15-Jan-27	22,325,000
59	15-Feb-27	22,325,000
60	15-Mar-27	21,708,750
61	15-Apr-27	21,708,750
62	15-May-27	21,708,750
63	15-Jun-27	21,092,500
64	15-Jul-27	21,092,500
65	15-Aug-27	21,092,500
66	15-Sep-27	20,476,250
67	15-Oct-27	20,476,250
68	15-Nov-27	20,476,250
69	15-Dec-27	19,860,000
70	15-Jan-28	19,860,000
71	15-Feb-28	19,860,000
72	15-Mar-28	19,243,750
73	15-Apr-28	19,243,750
74	15-May-28	19,243,750
75	15-Jun-28	18,627,500
76	15-Jul-28	18,627,500
77	15-Aug-28	18,627,500
78	15-Sep-28	18,011,250
79	15-Oct-28	18,011,250
80	15-Nov-28	18,011,250
81	15-Dec-28	17,395,000
82	15-Jan-29	17,395,000
83	15-Feb-29	17,395,000
84	15-Mar-29	16,778,750

85	15-Apr-29	16,778,750
86	15-May-29	16,778,750
87	15-Jun-29	16,162,500
88	15-Jul-29	16,162,500
89	15-Aug-29	16,162,500
90	15-Sep-29	15,546,250
91	15-Oct-29	15,546,250
92	15-Nov-29	15,546,250
93	15-Dec-29	14,930,000
94	15-Jan-30	14,930,000
95	15-Feb-30	14,930,000
96	15-Mar-30	14,313,750
97	15-Apr-30	14,313,750
98	15-May-30	14,313,750
99	15-Jun-30	13,697,500
100	15-Jul-30	13,697,500
101	15-Aug-30	13,697,500
102	15-Sep-30	13,081,250
103	15-Oct-30	13,081,250
104	15-Nov-30	13,081,250
105	15-Dec-30	12,465,000
106	15-Jan-31	12,465,000
107	15-Feb-31	12,465,000
108	15-Mar-31	11,848,750
109	15-Apr-31	11,848,750
110	15-May-31	11,848,750
111	15-Jun-31	11,232,500
112	15-Jul-31	11,232,500
113	15-Aug-31	11,232,500
114	15-Sep-31	10,616,250
115	15-Oct-31	10,616,250
116	15-Nov-31	10,616,250
117	15-Dec-31	10,000,000
118	15-Jan-32	10,000,000
119	15-Feb-32	10,000,000
120	[9-Mar-32]	10,000,000

Executed by the Parties

The Owners

Signed by a duly authorised representative for and on behalf of **Hai Kuo Shipping 2217T Pte. Limited**



Tai Bik Kai Becky

Witnessed/Verified by

/s/ Lau Wai Sze Daisy

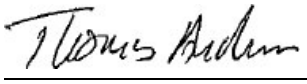
Name: Lau Wai Sze Daisy
Title: Paralegal

Address: 38/F Jardine House, 1 Connaught Place, Central, Hong Kong

Fax: +852 2523 6399
Email: daisy.lau@nortonrosefulbright.com
Attn: Daisy Lau

The Charterers

Signed by a duly authorised representative for and on behalf of **Hafnia Pools Pte. Ltd.**



Witnessed/Verified by

/s/ Jacqueline Teng

Name:	Jacqueline Teng
Title:	Corporate Finance
Address:	Mapletree Business City # 718-01, 10 Pasir Panjang Road S (117438)
Fax:	+65 6570 6074
Email:	jte@hafniabw.com
Attn:	Jacqueline Teng

EXECUTION VERSION

To: **HAFNIA POOLS PTE. LTD.**

(the "**Charterer**")

and to:

HAFNIA LIMITED as guarantor (the "**Guarantor**")

(together, the "**Obligors**")

From: **HAI KUO SHIPPING 2209T PTE. LIMITED**
HAI KUO SHIPPING 2210T PTE. LIMITED
HAI KUO SHIPPING 2216T PTE. LIMITED
HAI KUO SHIPPING 2217T PTE. LMITED
HAI KUO SHIPPING 2215T PTE. LIMITED
HAI KUO SHIPPING 2208T PTE. LIMITED
HAI KUO SHIPPING 2206T PTE. LIMITED
HAI KUO SHIPPING 2211T PTE. LIMITED
HAI KUO SHIPPING 2213T PTE. LIMITED
HAI KUO SHIPPING 2207T PTE. LIMITED
HAI KUO SHIPPING 2212T PTE. LIMITED
HAI KUO SHIPPING 2214T PTE. LIMITED

(each an "**Owner**")
29 August 2023

Dear all

LIBOR transition- bareboat charters described in Part 4 of the Schedule as amended and/or supplemented from time to time (the "Charters" and each a "Charter").

1 LIBOR DISCONTINUANCE

(a) Each of the Obligors:

(i) acknowledges that the discontinuation of LIBOR will affect a great number of leases and/or charters in the international and domestic financial leasing markets, as they will need to be amended to provide for a replacement benchmark rate;

(ii) notes that it is considered in the market that the most efficient way to amend such leases and/or charters is to adopt a standardised approach in their amendment; and

(iii) consequently, accepts that the provisions of this Agreement will override any conflicting provisions in the Charters and/or the Operative Documents relating to each such Charter without the need to list such provisions or to, otherwise, specifically refer to them in this Agreement.

(b) To address the issue of LIBOR discontinuation, this Agreement supplements each Charter and:

(i) sets out the terms for the replacement of LIBOR as the benchmark rate for the calculation of interest and/or Interest Element under each Charter by a successor rate (the "**LIBOR Replacement**"); and

(ii) effects the consequential amendments to each Charter necessary to give effect to the LIBOR Replacement,

while so far as possible not affecting any other provisions of the Operative Documents relating to such Charter or any other rights or obligations of any parties to such Operative Documents.

2 INTERPRETATION

(a) Definitions
In this Agreement:

"**Amended Charter**" means, in relation to each Charter, such Charter as amended by this Agreement.

"**Effective Date**" means 30 August 2023 or such other date as may be agreed as between the Owners and the Charterer subject to the satisfaction of (except, if applicable, to the extent waived) the conditions precedent as provided in Part 3 (*Conditions Precedent*) of the Schedule in form and substance satisfactory to the Owners.

"**LIBOR**" means the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate).

"**Operative Documents**" has the meaning given to such term in each Charter.

(b) Defined expressions
All other defined expressions shall have the meaning given to them in Part 2 of the Schedule.

(c) Construction

(i) References to "this Agreement" shall include the Schedule to it.

(ii) Clause 32.2 of each Charter applies to this Agreement as if it were expressly incorporated in it with any necessary modifications.

(iii) Unless a contrary indication appears, a reference in this Agreement to:

(A) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(B) a provision of law is a reference to that provision as amended or re-enacted from time to time;

(d) Designation as an Operative Document.
The Charterer and each Owner designates this Agreement as an Operative Document relating to the relevant Charter.

(e) Third party rights
Unless provided to the contrary in an Operative Document in relation to each Charter, a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

3 CONDITIONS PRECEDENT

(a) For the avoidance of doubt, the Effective Date cannot occur unless each Owner has received (or, as applicable, to the extent waived) all of the documents and other evidence listed in Part 3 (Conditions Precedent) of the Schedule in form and substance satisfactory to each Owner on or before 30 August 2023 or such later date as each Owner may agree with the Charterer.

(b) Each Owner shall notify the Charterer promptly upon being satisfied as to the satisfaction of the conditions precedent referred to in Paragraph (a) above.

4 REPRESENTATIONS

Obligor representations
On the date of this Agreement and on the Effective Date, each Obligor represents and warrants that:

(i) it is a company, duly incorporated or formed and validly existing under the laws of its jurisdiction of incorporation or formation;

(ii) the obligations expressed to be assumed by it in this Agreement are, subject to any general principles of law limiting its obligations which are applicable to creditors generally, legal, valid, binding and enforceable obligations;

(iii) the entry into and performance by it of this Agreement does not and will not:

(A) conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets; or

(B) constitute a default or termination event (however described) under any agreement or instrument binding on it or any of its assets; and

(iv) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement.

5 AMENDMENTS

(a) Amendments

(i) On and from the Effective Date, the amendments set out in Parts 1 and 2 of the Schedule will take effect and will override any contrary provisions in each Charter.

(ii) This Agreement shall be read together with each Charter and, when there is any conflict between this Agreement and any other provision of any Operative Document relating to any Charter, this Agreement will prevail (without prejudice to any rights or obligations accruing before the Effective Date).

(b) Consents

On the Effective Date, each Obligor:

(i) confirms its acceptance each Amended Charter;

(ii) agrees that it is bound as an Obligor;

(iii) confirms that the definition of, and references throughout each of the Operative Documents relating to each Charter shall be construed as if the same referred to the relevant Amended Charter; and

(iv) if it is the Guarantor, confirms that its guarantee and indemnity:

(A) continues to have full force and effect on the terms of the Parent Guarantee relating to each Charter (as defined in each Charter) relating to such Charter; and

(B) extends to the obligations of the Guarantor and the Charterer under each Amended Charter and the other Operative Documents relating to such Amended Charter.

(c) Security confirmation

On the Effective Date, each Obligor relating to each Charter confirms that:

(i) any security interest created by it under the Operative Documents relating to such Charter extends to the obligations of such Obligor under the relevant Amended Charter to which it is a party and the other Operative Documents (relating to such Amended Charter) to which it is a party;

(ii) the obligations of such Obligor under the relevant Amended Charter to which it is a party are included in the Secured Obligations (as defined in the relevant Operative Documents (relating to such Amended Charter) to which it is a party); and

(iii) the security interests created under the Operative Documents (relating to the relevant Charter) to which it is a party continues in full force and effect on the terms of such Operative Document (s); and

(iv) this security confirmation neither creates nor purports to create a registrable security interest.

(d) Operative Documents to remain in full force and effect

The Operative Documents relating to each Charter shall remain in full force and effect and, from the Effective Date:

(i) in the case of each Charter as amended and supplemented pursuant to this Agreement;

(ii) each Charter and the applicable provisions of this Agreement will be read and construed as one document; and

(iii) except to the extent expressly waived by the amendments effected by this Agreement, no waiver is given by this Agreement and each Owner expressly reserves all its rights and remedies in respect of any breach of, or default (however described) under, the Operative Documents in relation to each Charter.

6 MISCELLANEOUS

(a) The Charterer shall bear the documented costs and expenses reasonably incurred in connection with the negotiation, preparation, printing and execution of this Agreement and any other documents referred to in this Agreement (including the cost of any professional advice).

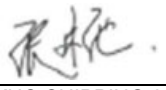
(b) This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

7 GOVERNING LAW AND JURISDICTION

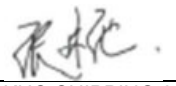
Clause 30 (*Governing Law*) and Clause 72 (*Enforcement*) of each Charter shall apply mutadis mutandis to this Agreement.

If you agree to the terms of this Agreement, please sign where indicated below.

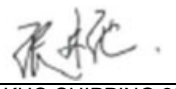
Yours faithfully



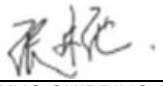
HAI KUO SHIPPING 2209T PTE. LIMITED
as Owner



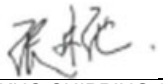
HAI KUO SHIPPING 2210T PTE. LIMITED
as Owner



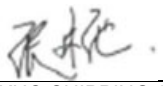
HAI KUO SHIPPING 2216T PTE. LIMITED
as Owner



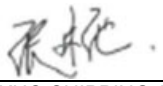
HAI KUO SHIPPING 2217T PTE. LIMITED
as Owner



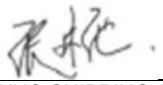
HAI KUO SHIPPING 2215T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2208T PTE. LIMITED
as Owner



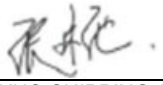
HAI KUO SHIPPING 2206T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2211T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2213T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2207T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2212T PTE. LIMITED
as Owner



HAI KUO SHIPPING 2214T PTE. LIMITED
as Owner

We hereby acknowledge receipt of the above Agreement and confirm our agreement to its terms.

CHARTERER

SIGNED by)
duly authorised for and on behalf of)
HAFNIA POOLS PTE. LTD.)
in the presence of:)



Name: Cherlyn Tan
Title: Manager

Petrus Wouter Van Echtelt

GUARANTOR

SIGNED by)
duly authorised for and on behalf of)
HAFNIA LIMITED)
in the presence of:)



Name: Cherlyn Tan
Title: Manager

Petrus Wouter Van Echtelt

SCHEDULE

PART 1

TERM SOFR OPERATIVE PROVISIONS

(TO APPLY AS AMENDING EACH CHARTER)

1 RATE SWITCH

1.1 Switch to Reference Rate

Subject to Paragraph 1.2 (*Delayed switch for existing LIBOR Interest Element*) below, on and from the Rate Switch Date:

(a) use of the Reference Rate will replace the use of LIBOR for the calculation of interest for any Interest Element or Unpaid Sum; and

(b) any Interest Element or Unpaid Sum shall be a "Term SOFR Interest Element" and Paragraph 2.1 (*Calculation of interest –Term SOFR Interest Element*) below shall apply to calculate such Interest Element or Unpaid Sum.

1.2 Delayed switch for existing LIBOR Interest Element

If the Rate Switch Date falls before the last day of an Rent Period for a LIBOR Interest Element:

(a) that Interest Element or Unpaid Sum (as applicable) shall continue to be a LIBOR Interest Element for that Rent Period and any provision in the Charter setting out the rate of interest to be used to calculate a LIBOR Interest Element) shall continue to apply to calculate such Interest Element or Unpaid Sum (as applicable) for that Rent Period;

(b) any provision of this Part 1 which is expressed to relate solely to a Term SOFR Interest Element shall not apply in relation to such Interest Element or Unpaid Sum (as applicable) for that Rent Period; and

(c) on and from the first day of the next Rent Period (if any) for such Interest Element or Unpaid Sum (as applicable):

(i) such Interest Element or Unpaid Sum (as applicable) shall be a "Term SOFR Interest Element"; and

(ii) Paragraph 2.1 (*Calculation of interest –Term SOFR Interest Element*) below shall apply to calculate it.

2.1 Calculation of interest – Term SOFR Interest Element

The rate of interest used to calculate each Term SOFR Interest Element for a Rent Period is the percentage rate per annum which is the aggregate of the applicable:

(a) Margin; and

(b) Reference Rate.

3

3.1 Unavailability of Term SOFR

If no Term SOFR is available for the Rent Period of a Term SOFR Interest Element, Paragraph 3.3 (*Cost of funds*) below shall apply to calculate that Term SOFR Interest Element for that Rent Period.

3.2 Market disruption

In the case of a Term SOFR Interest Element, if, before close of business in Beijing on the Term SOFR Quotation Day, the Owner determines that its cost of funds would be in excess of the Reference Rate then Paragraph 3.3 (*Cost of funds*) below shall apply to calculate that Term SOFR Interest Element for the relevant Rent Period.

3.3 Cost of funds

(a) If this Paragraph 3.3 (*Cost of funds*) applies to a Term SOFR Interest Element for a Rent Period, Paragraph 2.1 (*Calculation of interest - Term SOFR Interest Element*) above shall not apply to calculate that Term SOFR Interest Element for that Rent Period and the rate of interest used to calculate that Term SOFR Interest Element for the relevant Rent Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the cost certified by the Owner (expressed as an annual rate of interest) of the cost to the Owner of funding the Outstanding Principal for that Rent Period (from whatever source as reasonably selected by the Owner).

(b) If this Paragraph 3.3 (*Cost of funds*) applies and the Owner or the Charterer so requires, the Owner and the Charterer shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest or (as the case may be) an alternative basis for funding.

(c) Subject to Paragraph 4 (*Replacement Reference Rate*) below, any substitute or alternative basis agreed pursuant to sub-paragraph (b) above shall, be binding on all parties to the Charter.

(d) If any rate notified to the Owner under sub-paragraph (ii) of sub-paragraph (a) above is less than zero, the relevant rate shall be deemed to be zero.

(e) If this Paragraph 3.3 (*Cost of funds*) applies, the Owner shall, as soon as practicable, notify the Charterer.

If a Published Rate Replacement Event has occurred in relation to the Published Rate, any amendment or waiver to the terms of the Operative Documents which relates to:

(i) providing for the use of a Replacement Reference Rate in place of (or in addition to) that Published Rate; and

(ii) aligning any provision of any Operative Document to the use of that Replacement Reference Rate;

(iii) enabling that Replacement Reference Rate to be used for the calculation of any Interest Element or interest rates under this Charter (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of the Charter);

(iv) implementing market conventions applicable to that Replacement Reference Rate;

(v) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate;

(vi) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Owner and the Charterer.

After the Rate Switch Date, any reference in Amended Charter to the London Interbank Market shall be deemed to be to the Relevant Market.

PART 2

GENERAL DEFINITIONS AND CONSTRUCTION

In each Charter, the following definitions shall apply for the purposes of such Charter and Part 1 of the Schedule (which shall be deemed to apply to each Charter):

"**Business Day**" means:

(a) any day falling within the definition of "Business Day" in this Charter (with the exception of London); and

(b) (in relation to the fixing of an interest rate to calculate a Term SOFR Interest Element) which is a US Government Securities Business Day relating to that Term SOFR Interest Element.

"**Interest Element**" has the meaning given to "Interest Element" in the Charter.

"**LIBOR Interest Element**" means an Interest Element or, if applicable, Unpaid Sum which is not a Term SOFR Interest Element.

"**Margin**" has the meaning given to "Margin" in the Charter.

"**Outstanding Principal**" has the meaning given to "Outstanding Principal" in the Charter.

"**Published Rate**" means Term SOFR for any period for which that rate is customarily displayed on the relevant page or screen of an information service.

"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means or determining that Published Rate has, in the opinion of the Owner and the Charterer, materially changed;

(b) (i) (I) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(II) information is published in any order, decree, notice, petition or filing, howsoever described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(ii) the administrator of that Published Rate publicly announces that it has ceased or will cease, to provide that Published Rate permanently or indefinitely and, at the time, there is no successor administrator to continue to provide that Published Rate;

(iii) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued; or

(iv) the administrator of that Published Rate or its supervisor announces that Published Rate may no longer be used; or

(c) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Owner or the Charterer) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than ten (10) days or any other period agreed by the Owner and the Charterer; or

(d) in the opinion of the Owner and the Charterer, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Charter.

"**Rate Switch Date**" means 30 August 2023 or any other date agreed as such between the Owner and the Charterer.

"**Reference Rate**" means, in relation to any Term SOFR Interest Element:

(a) the applicable Term SOFR as of the Term SOFR Quotation Day for 3 months; or

(b) as otherwise determined pursuant to Paragraph 3.1 (Unavailability of Term SOFR),

and if in either case that rate is less than zero, the Reference Rate shall be deemed to be zero.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group of committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Relevant Market**" means the market for overnight cash borrowing collateralised by US Government securities.

"**Rent Period**" has the meaning given to "Rent Period" in the Charter.

"**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market or economic reality that such benchmark rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of each Owner and the Charterer, generally accepted in the international or any relevant domestic syndicated loans markets as the appropriate successor or alternative to that Published Rate; or

(c) in the opinion of each Owner and the Charterer, an appropriate successor or alternative to a Published Rate.

"**Term SOFR**" means the Term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

"**Term SOFR Quotation Day**" means, in relation to any period for which an interest rate is to be determined in respect of a Term SOFR Interest Element, the first calendar day in the month on which a Quarter Date (as defined in the Charter) occurs, provided that if such day is not a Business Day, this shall be the preceding Business Day of such date (unless market practice differs in the relevant syndicated loan market, in which case the Term SOFR Quotation Day will be determined by the relevant Owner in accordance with that market practice (and if quotations would normally be given on more than one day, the Term SOFR Quotation Day will be the last of those days)).

"**Term SOFR Interest Element**" means an Interest Element or, if applicable, Unpaid Sum which is, or becomes, a "Term SOFR Interest Element" pursuant to Paragraph 1 (*Rate Switch*) of Part 1 (Term SOFR Operative Provisions) of this Schedule.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Operative Documents, howsoever defined (if at all).

"**US Government Securities Business Day**" means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

Construction

In relation to each Charter:

(a) the Owner's "**cost of funds**" in relation to any Term SOFR Interest Element is a reference to the average cost (determined either on an actual or a notional basis) which the Owner would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of the Outstanding Principal for a period equal in length to the Rent Period of that Term SOFR Interest Element;

(b) a page or screen of an information service displaying a rate shall include:

(i) any replacement page of that information service which displays that rate; and

(ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Owner after consultation with the Charterer.

PART 3

CONDITIONS PRECEDENT

1

(a) Evidence satisfactory to each Owner that each of the Obligors relating to the relevant Charter has taken the necessary corporate action to approve the terms of, and the transactions contemplated by this Agreement and for the relevant persons to execute this Agreement.

A duly executed copy of this Agreement.

PART 4

BAREBOAT CHARTERS

Date of Charter	Charterer	Owner	Vessel
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2209T Pte. Limited	Hafnia Excelsior
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2210T Pte. Limited	Hafnia Executive
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2216T Pte. Limited	Hafnia Pride
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2217T Pte. Limited	Hafnia Providence
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2215T Pte. Limited	Hafnia Prestige
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2208T Pte. Limited	Hafnia Excellence
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2206T Pte. Limited	Hafnia Exceed
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2211T Pte. Limited	Hafnia Expedite
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2213T Pte. Limited	Hafnia Express
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2207T Pte. Limited	Hafnia Excel
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2212T Pte. Limited	Hafnia Experience
28 February 2022	Hafnia Pools Pte. Ltd.	Hai Kuo Shipping 2214T Pte. Limited	Hafnia Precision

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the use of our report dated March 8, 2024, with respect to the consolidated financial statements of Hafnia Limited, included herein, and to the reference to our firm under the heading "Experts" in the registration statement.



Singapore
April 1, 2024

Exhibit 15.2

Hafnia Limited
c/o Inchona Services Limited
Washington Mall Phase 2, 4th Floor, Suite 400
22 Church Street, HM1189
Hamilton HM EX
Bermuda.

1st April 2024

Ladies and Gentlemen:

Reference is made to amendment no. 1 to the registration statement on Form 20-F (the "**Registration Statement**") of Hafnia Limited (the "**Company**"), to be filed with the with the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), relating to the registration of the common shares of the Company.

We have reviewed the section in the Registration Statement under the heading "Industry" and believe that it accurately describes the international maritime transportation market as of the date of the Registration Statement. We advise the Company that our role has been limited to the review of the section referenced above and the provision of statistical and other information (the **"Shipping Information")** supplied by us. With respect to such Shipping Information and statistical data we advise you that:

- some information in our Company's database is derived from estimates or subjective judgments;
- the published information of other maritime data collection agencies may differ from this data; and
- while we have taken reasonable care in the compilation of the Shipping Information and believe it to be accurate and correct, data compilation is subject to limited audit and validation procedures.

We hereby consent to (i) the use of the graphical and statistical information supplied by us as set forth in the Registration Statement, including, without limitation, such information contained under the section of the Registration Statement entitled "Industry", (ii) the references to our company in the Registration Statement, and (iii) the filing of this letter as an exhibit to the Registration Statement to be filed with the United States Securities and Exchange Commission pursuant to the Exchange Act.

/s/ Stephen Gordon
For and on behalf of
Clarksons Research Services Limited
Name: Stephen Gordon
Designation: Director

/s/ Trevor Crowe
For and on behalf of
Clarksons Research Services Limited
Name: Trevor Crowe
Designation: Director